

TOGETHERGREEN “COMMUNITY PASSPORT” CONTEST

OFFICIAL RULES AND REGULATIONS NO PURCHASE NECESSARY

1. **ELIGIBILITY:** The *TogetherGreen* “Community Passport” Contest (“Contest”) is open to all legal residents of the 50 United States and the District of Columbia, age 18 years or older, except employees, officers, and directors of National Audubon Society, Inc. (the “Sponsor”), Toyota Motor North America, Inc., and their respective parents, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, advertising and promotion agencies, and any and all entities directly associated with this sweepstakes, including immediate family members and members of the same household, are not eligible to participate (collectively with Sponsor, the “Contest Entities”). Void where prohibited by law. Contest is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. By entering the Contest, entrants agree to accept and be bound by all terms of these Official Rules and Regulations (“Official Rules”).

2. **HOW TO ENTER:** From 12:00 a.m. Eastern Time (“ET”) on April 22, 2009 through 11:59 p.m. ET on July 22, 2009 (the “Entry Period”), Sponsor will conduct a Contest encouraging participants to help the environment by volunteering their time in three (3) of the six (6) following PURSUITS: a) the Great Outdoors; b) Tour Guide for a Day; c) Inside Jobs; d) Green Works; e) Town Hall; and f) Out of the Box. To begin the entry process, a participant must: (i) log on to the *TogetherGreen* website, located at www.togethergreen.org; (ii) select volunteer activities from 3 of the 6 listed PURSUITS; (iii) fill in the activity details, including what you did, where you did it, with which group or organization, and the number of hours volunteered; (iv) Complete a Trip Diary by submitting a brief essay of no more than 500 words describing your volunteer experience (the “Essay”); and (v) complete and submit the online entry form in its entirety (the hour documentation, essay, and online entry form will be referred to collectively as the “Submission”). At any time during the Entry Period, you may go back into the site to add additional hours and days in your personal profile. Just click on the organization and select “add additional hours.” To be eligible: (i) each online entry must be received no later than 11:59 p.m. ET on July 22, 2009 and (ii) you must be able to verify, if asked, your volunteer hours and activities. All entries must be submitted in the name of an individual person and the prize can only be awarded to the person whose name is on the winning entry. All entries must be in English. Limit one (1) Submission per person or e-mail address.

GENERAL CONDITIONS: Entrant warrants and represents: (a) he/she is the sole and exclusive author and owner of the Submission and all rights therein and that the essay portion has not won any previous awards or competitions; (b) he/she has the full and exclusive right, power and authority to submit the Submission and to grant the Contest Entities the rights to the Submission herein granted, including but not limited to the worldwide copyright license, upon the terms and conditions set forth herein; (c) no part of the Submission has been made publicly known; (d) no rights in the Submission have been previously granted to any person, firm, corporation or other entity or otherwise exercised or made use of or encumbered in any way; and (e) his/her Submission does not defame or invade publicity rights or the privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights. Sponsor reserves the right in their sole discretion to disqualify any Submission at any time in the event it is determined Submission is offensive, inappropriate, not in keeping with Sponsor’s image or if it is determined that the entrant has not otherwise complied with these Official Rules. If the Submission contains any material or elements that are not owned by the participant and/or which are subject to the rights of third parties, the participant is responsible for obtaining, prior to submission of the Submission, any and all releases and consents necessary to permit the use and exhibition of the Submission by Sponsor in the

manner set forth in these Official Rules, including, without limitation, the name and likeness permissions from any person who appears in or is identifiable in the Submission. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any participant at any time. Entries generated by script, macro or other automated means will be void.

The Contest Entities are not responsible for misdirected, incomplete, lost, late, undelivered, inaccurate, or delayed entries, nor for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit or affect a person's ability to participate in the Contest, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of the prize or in any Contest-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Contest Entities' control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right, in their sole discretion, to modify, cancel or suspend the Contest. In the event of cancellation, Sponsor reserves the right to judge all eligible, non-suspect Submissions received prior to the event requiring such cancellation using the judging procedure outlined below. False or deceptive Submissions or acts will render the participant ineligible. Each entrant hereby acknowledges and agrees that the relationship between entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that entrant's decision to submit his/her Submission to Sponsor for purposes of the Contest does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of entrant's Submission. By entering this Contest, entrant acknowledges and agrees that: (i) Sponsor may create on their own or obtain many Submissions under this Contest and that such Submissions may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by Sponsor; (ii) Sponsor may waive any and all claims entrant may have had, may have, and/or may have in the future that any Submissions and/or other works accepted, reviewed and/or used by other entrants and/or Sponsor (or their designees) may be similar to entrant's Submission; (iii) Contest Entities and their designees have the right, unless prohibited by law, to use their names, cities and states of residence, voices, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Contest Entities and all matters related to the Contest, in any manner or medium, now or hereafter known, throughout the world in perpetuity; (iv) Sponsor does not have, nor shall have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Submission.

HOW TO WIN/JUDGING: On or about August 15, 2009 winners will be determined by the Sponsor from among all eligible entries received during the Entry Period. There will be a total of fifteen (15) winners, which will be determined by (i) the total number of volunteer hours logged (the "Score") and (ii) successful completion of 3 out of 6 PURSUIT categories. Prizes will be awarded per the following prize schedule: One (1) Grand Prize to the highest Score; One (1) First Prize to the second highest Score; One (1) Second Prize to each of the third through fifth highest Scores; and one (1) Honorable Mention Prize to each of the sixth through fifteenth highest Scores. The decision of the Sponsor will be final and binding in all matters. The winners will be confirmed by U.S. mail, e-mail and/or telephone and must meet all eligibility requirements including the timely execution and return of all necessary releases and documents (if any) required by Sponsor

In the event of a tie, the essay portion of the submissions will be evaluated and ranked on a point scoring system of 1 to 10, (with 10 being the best score), based entirely on entrants description and documentation of their volunteer experience.

PRIZES: One (1) Grand Prize winner will receive a “Commuter Bikes for Two (2)” package which includes: a) LL Bean Dahon Eco 3 D7 Folding Bike (with helmet)

<http://www.llbean.com/webapp/wcs/stores/servlet/CategoryDisplay?categoryId=60108&storeId=1&catalogId=1&langId=-1&from=SR&feat=sr>

and b) LL Bean Sport Tour Bike (with helmet)

<http://www.llbean.com/webapp/wcs/stores/servlet/CategoryDisplay?categoryId=54952&storeId=1&catalogId=1&langId=-1&parentCategory=500239&cat4=5480>

The Approximate Retail Value (ARV) of the Grand Prize package is \$778. **One (1) First Prize** winner will receive a Sierra Designs 2009 Zeta 2 Tent. Tent details include: a) 3 season tent; b) trail weight: 5lbs 7oz; c) 2 doors, 2 vestibules; d) 32 sq ft. interior area; e) 43” peak height; f) Tunnel Dome Architecture™; g) Jake’s Foot™ Pole Attachment; and h) 40D Nylon body material. The ARV of the First Prize is \$199. **Three (3) Second Prize** winners will each receive a REI Trail Pack and water bottle

<http://www.rei.com/product/747527>. The ARV of each Second Prize is \$54.05. The total ARV of all Second Prizes is \$162.15. **Ten (10) Honorable Mention Prize** winners will each receive a *TogetherGreen* t-shirt, each having an ARV of \$13. The total ARV of all Honorable Mentions Prizes is \$130.00.

The total retail value of all prizes to be awarded is \$1,269.15.

No substitution or transfer of prizes or cash redemptions permitted, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, at their sole discretion. Prize is awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. The Grand Prize winner is responsible for the reporting and payment of all taxes as well as any other costs and expenses associated with acceptance and use of their prize not specified herein as being awarded.

PRIZE CONDITIONS: Grand Prize winner will be required to sign an Affidavit of Eligibility and Release of Liability and Publicity (where allowable) and return same, properly executed, within ten (10) days of issuance of prize notification. Winners will be notified by phone or e-mail, and confirmed via US Mail or other form of home delivery within 1 week of the drawing. Noncompliance within this time period or failure of a potential winner to respond to a notification attempt within ten (10) days of such attempt may result in disqualification and, at Sponsor's sole discretion; an alternate winner may be selected. If: (i) any prize or prize notification is returned as undeliverable, (ii) a potential winner declines his or her prize, or (iii) a potential winner fails to comply with any of the Official Rules as outlined herein, such potential winner will be disqualified and an alternate winner will be selected by the Judges. The judges will consider an alternate winner to be the entry with the next highest score. With respect to each participant's Submission, participants hereby irrevocably grant Sponsor an exclusive, perpetual, worldwide, irrevocable, fully paid, royalty-free license to use, re-use, edit, adapt, arrange, telecast, cablecast, rerun, record, publish, reproduce, sublicense, print, distribute and/or otherwise exploit, in any language and in all media now known or hereafter devised, the Essay and Submission materials, in whole or in part, alone or in combination with other material, or as a basis for new material, as Sponsor may determine in its sole discretion and for the purposes of any business purpose of Sponsor, including, but not limited to, advertising and promoting the Contest and/or the exhibitors thereof, and to use the Essay and/or Submission materials in connection with the Contest and related advertising and promotion or otherwise, but not as a direct endorsement for any product. Participants may be required to execute any documents necessary to perfect such rights in the Sponsor. By entering this Contest and/or accepting the prize, entrant and/or winner agrees to, and hereby does, release the Contest Entities, its parent companies, subsidiaries, affiliates and divisions, and their respective directors, employees, officers and agents from any and all liability, loss or damage arising from or in connection with participation or attempt to participate in the Contest and/or the awarding, receipt, use or misuse of the prize or participation in any prize related activities, and claims based on publicity rights, defamation or invasion of privacy. The Contest Entities and its parent companies, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, attorneys, representatives and agents make no warranties, and hereby disclaim all warranties, express or implied, concerning any prize furnished or awarded in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE GAME ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT.

WINNER CONFIRMATION: Beginning on or about August 15, 2009 you may obtain the name/city of residence of the winners, by mailing a self addressed stamped envelope to: *TogetherGreen* "Community Passport" Contest – Winner's List, P.O. Box 25497, Rochester, NY 14625. Requests received after September 30, 2009 will not be honored.

SPONSOR: National Audubon Society, Inc., 225 Varick Street, 7th Floor, New York, NY 10014