

cg! Alex Unlimited Competition
OFFICIAL RULES

No purchase or entry fee required.
No entries accepted before **June 1, 2007, or after **September 30**, 2007.**

The Sponsor of this competition is TOKYOPOP Inc.,
5900 Wilshire Blvd, Suite 2000, Los Angeles, California 90036

All entries must be sent to the Sponsor by either postal mail or e-mail.

1.1 Eligibility: The cg! Alex Unlimited Competition (the “Competition”) is open to all legal residents of the 50 United States and the District of Columbia who are at least 13 years old at the time of entry and who are not otherwise ineligible for any reason listed in section 3 below.

1.2 Only 1 entry per person will be eligible regardless of method of entry. You must enter using your true name. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email account address. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

2 How to enter

2.1 Write a short story that:

- is based on the Alex Unlimited world and includes Alex as the main character
- is entirely fictional (Submissions containing reference to real-life individuals will not be accepted.)
- is no less than 3,000 words nor longer than 5,000 words in length
- is your original work! (Plagiarism or use of copyrighted material is strictly prohibited. Submissions containing profanity or adult-only themes or descriptions will not be accepted.)

2.2 Complete the Official Entry Form (available for download at www.tokyopop.com/cosmogirl). Sign the Official Entry Form. If you are under 18 years old, you must have your parent or legal guardian also sign the Official Entry Form.

2.3 Send entries to the following address via postal mail or e-mail:

E-mail

fancontent@tokyopop.com

If your entry is sent as an attachment, the format must be in Microsoft Word Document (.doc), Text Document (.txt), or HTML (.htm or .html).

Postal Mail

TOKYOPOP Inc.

5900 Wilshire Blvd., Suite 2000

Los Angeles, CA 90036

Attention: cg! Alex Unlimited Competition

2.4 Your entry, consisting of the completed and signed Official Entry Form and your short story, must be postmarked or, if submitted online, received no later than September 30, 2007. E-mail submissions received by TOKYOPOP after 11:59 p.m. (PST) September 30, 2007, and postal mail submissions received by TOKYOPOP after October 19, 2007, will not be considered. TOKYOPOP is not responsible for misdirected, lost, delayed, late, partial, incomplete, or damaged entries. Proof of emailing or mailing does not constitute proof of delivery. If you apply online, you must have valid email address and notify TOKYOPOP of any change in email address.

3 Ineligibility

3.1 Your entry will be ineligible for consideration if:

- your entry is incomplete or does not meet the entry specifications;
- your entry is not original or contains any reference to or depiction of any real person who is now living or to any real product, company, or organization;
- your entry contains explicit adult-only situations or descriptions;
- you do not fully comply with all of these Official Rules or you fraudulently enter the competition.

3.2 Employees of TOKYOPOP Inc., CosmoGIRL!, and their parent companies, affiliates, and subsidiaries, participating advertising and promotion agencies, the judging panel (and members of the immediate family and/or those living in the same household of each such employee) are not eligible.

4 Grant of License

4.1 By submitting your entry, you hereby grant to TOKYOPOP Inc.,

- the unlimited and exclusive right to publish, use, adapt, edit, and/or modify your writing and any drawings/illustrations which you are submitting in association with the Competition in any way, including in commerce, and in any and all media worldwide including without limitation the Internet;
- unlimited usage of your entry and your name and city and state of your residence for any promotional purposes, including online announcements, without compensation;
- the right to display your entry (or excerpts from your entry) and your name and city and state of residence on the Internet for the public to judge in the POP choice component of the Competition; and,
- the right to display, publish, and critique your entry (or excerpts from your entry) on the Internet and in other media and to use your name and city and state of residence in connection with such display and critique.

4.2 By submitting your entry you represent that your entry and our use of your entry will not infringe upon any rights of any third parties. Furthermore, you agree and acknowledge that it is in TOKYOPOP's sole discretion how and when to display the Licensed Materials, if at all.

5 How entries are judged

5.1 Eligible entries will be judged and winners of the prizes listed in 6.1 below will be selected by TOKYOPOP's panel of judges, composed of the author of Alex Unlimited, one judge from CosmoGIRL!, and members of TOKYOPOP's editorial staff and other members of the Writing or Publishing profession. TOKYOPOP may change the composition of the judging panel at any time and without prior notice.

5.2 Judging criteria include:

- Originality
- Writing style
- Character development
- Reader enjoyment
- Depiction of the Alex Unlimited universe

5.3 The decisions of TOKYOPOP's judging panel will be final and may not be challenged for any reason.

5.4 The top 5 entries selected by TOKYOPOP's judging panel will be available for fan review from **November 1, 2007, through November 30, 2007** ("Fan Voting Period"), on TOKYOPOP.com. The entry receiving the most online fan votes (POPs) during the Fan Voting Period will receive the Fan Favorite Bonus Prize listed in 6.1 below. TOKYOPOP, in its sole discretion, may change the starting and

ending dates of the Fan Voting Period. Check TOKYOPOP.com/cosmogirl for details.

6 Prizes

6.1 Available prizes in the competition are:

- Grand Prize – a trip to New York City to attend the 2008 NY Comic Con at the Javits Convention Center and participate in a joint signings with Dan Jolley, author of Alex Unlimited, for each day during April 18th through 20th, 2008 (this includes round trip coach airfare, hotel accommodations, transportation between airport/hotel and hotel/Javits Convention Center in New York, entry pass for entire period of 2008 NY Comic Con); a 6-hour ground tour of New York City provided by New York Party Shuttle (including a view of the Statute of Liberty from the Staten Island Ferry!), and a \$250 Macy's gift certificate;
- Second Prize through Fifth Prize – Autographed copies of Alex Unlimited Volumes 1 through 3, 5 books of your choice from TOKYOPOP's POP FICTION Collection;
- Fan Favorite Bonus Prize – A favorite from the five finalists selected by TOKYOPOP's judging panel will be selected by fans visiting TOKYOPOP.com and will receive a Fan Favorite Bonus Prize of \$100 Macy's gift certificate.

6.2 Each unautographed book has a retail value of US\$7.99. Of course, with Dan Jolley's autograph, they're collectible treasures! The joint signings at NY Comic Con have no retail value but is a one of a kind experience for fans. Each signing will last no longer than 1 hour with up to two signings per day. The round air fare to New York City has a retail value not to exceed US\$700 per person. The ground city tour of New York has a retail value of US\$68 per person. The local ground transportation has a retail value not to exceed US\$250. The entry pass for the 2008 NY Comic Con has a retail value of US\$30 per person per day. Each Prize is awarded "as is" with no warranty or guarantee, either express or implied, except as the manufacturer may provide.

6.3 No transfer, assignment or substitution of a Prize is permitted, except that TOKYOPOP reserves the right to substitute any Prize for an item of equal or greater value in the event an advertised prize is or becomes unavailable. Expenses not specifically included in any prize description and all taxes are the sole responsibility of the winner.

6.4 Winners will be listed at www.tokyopop.com starting **January 1, 2008**. If you are a Competition winner, TOKYOPOP will send you a notification by e-mail or, if

you do not have an e-mail address, by postal mail. Prizes must be claimed as directed in the notification within ten (10) days after the notification is mailed or will be forfeited and may be awarded to an alternate winner. You hereby agree to sign any documents necessary to transfer copyright of your entry to TOKYOPOP within ten (10) days following the date of first attempted notification. Subject to receipt of proof of eligibility, TOKYOPOP will ship the Prize or certificates evidencing prize components to each winner's address in the United States no later than six (6) months following the closing date of the Competition. TOKYOPOP is not responsible for undeliverable, misdirected, or lost notifications or Prize deliveries.

6.5 TOKYOPOP may require winners to sign affidavits of compliance with these rules, a prize and liability release, and a release allowing use of the winner's name and likeness for publicity purposes without further compensation. Winners under the age of 18 must have a parent or guardian also sign such affidavits and releases.

7 Except where prohibited by law, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Los Angeles, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) you hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. California State law, without reference to California's choice of law rules, governs the Competition and all aspects related thereto.

8. Other terms

8.1 Your entry becomes TOKYOPOP's property and will not be returned, and TOKYOPOP assumes no responsibility for its loss or destruction. Please keep a copy of your entry.

9.2.1 By entering the Competition, you agree to waive any right to claim ambiguity or error in these Official Rules or in the conduct or outcome of the Competition itself. TOKYOPOP reserves the right to modify these Official Rules in any way and at any time without prior notice.

9.3 By entering the Competition, entrants and their parents or legal guardians agree to be bound by these rules and the decisions of TOKYOPOP, which are final in all matters relating to this Competition, including selection of winners, as well as applicable federal, state, and local laws that apply. Void where prohibited by law.

10. For a copy of these rules and/or the name of the winners, send a stamped, self-addressed envelope to:

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