

Please read these Official Sweepstakes Rules (“Official Rules”) for **NothingButSoftware.com Barnes & Noble Nook E-Reader** (“Sweepstakes”). You must agree and comply with the Official Rules to participate in the Sweepstakes and to be eligible to win any Sweepstakes prize.

1. Sponsor. The sponsor of this Sweepstakes is NothingButSoftware.com.

2. Eligibility. Unless otherwise exempted herein, the Sweepstakes is open only to legal residents of the 50 United States, the District of Columbia and Canada who are 18 years of age or older, at the time of entry. Employees of NothingButSoftware.com and of parent company SpaceBound, Inc., its affiliates, subsidiaries, related companies and companies directly involved in the implementation and/or execution of the Sweepstakes, as well as the immediate family (spouse, parents, siblings, children and children’s spouses) and household members of each such employee are not eligible to enter the Sweepstakes. **Void where prohibited by law.**

3. Sweepstakes Period. The Sweepstakes will begin at 12PM Eastern on March 16, 2010 and end at 12:01 PM Eastern on March 23, 2010 (the “Sweepstakes Period”) after which the contest will be closed and no further Entries (as defined below) will be accepted. The entry period will last 7 days. The entry period will begin at 12PM Eastern on March 16 and end at 12 PM Eastern on March 23, 2010.

4. How to Enter. To enter, you must issue a status update from your Twitter account including the term "#NBS". The rest of the message is up to you, and you are welcome to retweet our competition launch tweet and prize URL. Creativity is most welcomed. **No purchase necessary to enter or claim a Prize.** A purchase does not increase your chances of winning. No skill is necessary to enter or win.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING.

5. Limit:

- a. Each person eligible to enter the Sweepstakes may make as many entries per entry period (as described in Section 2) before or during the Sweepstakes Period.
- b. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Entries by using multiple or different email addresses, identities, registrations, logins, or any other methods will void that person’s Entries and that person may be disqualified. No copies, facsimiles or mechanical reproductions of Entries will be accepted. Sponsor expressly reserves the right to disqualify any Entry, in its sole discretion, that appears to have been generated by a so-called “spam” or automated email program or via scripts and automated submission.

- c. Sponsor, its affiliates, subsidiaries and any service providers are not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access online service or a website, or any other error or malfunction, or any injury or damage to a participant's or any other person's computer related to or resulting from participation in the Sweepstakes. Sponsor is not responsible for any lost, late, incomplete, invalid, unintelligible, damaged, irregular, forged, garbled or misdirected Entry, which will be disqualified.
- d. In the event of a dispute as to the validity of any Entry or alleged Entry, the authorized account holder of the email address used to submit an Entry shall be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential or selected winners may be required to show proof of being the authorized account holder.

6. Prizes:

- a. There shall be one (1) prize (each a 'Prize'), and each Prize shall consist of the following:
 - One Barnes & Noble Nook E-Reader.
- b. The Prizes are hereafter collectively referred to in these Official Rules as 'Prizes.' Each Prize has an approximate retail value of USD \$259.00. The total approximate retail value of all prizes offered through these Sweepstakes is USD \$259.00.
- c. The winner is solely responsible for any and all fees associated with activating and using the Barnes & Noble Nook E-Reader.
- d. Entries and prizes are non-transferable. All prizes will be awarded. Prizes may not be transferred, assigned, substituted or redeemed for cash.
- e. Eligible Winners: Winners who are residents of the United States or the District of Columbia will be responsible for all insurance and taxes (including but not limited to federal, state, local and/or income) on the prize and will be required to provide his/her Social Security number for tax reporting purposes if the approximate retail value of the prize being awarded is US \$600.00 or greater (as determined in Sponsor's sole discretion). Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the prize if the retail value of such prize is US \$600.00 or greater. Each US Winner shall also be required to return a completed Form W-9 to Sponsor. If a US Winner refuses to provide his/her Social Security number for a prize worth US \$600.00 or greater within five (5) business days after request is made for the same by Sponsor, or if a US Winner

fails to return a completed Form W-9 within five (5) business days after the same is sent to such US Winner by Sponsor, said winner will be disqualified and an alternate winner will be selected in accordance with these Official Rules. A US Winner who refuses to provide a Social Security number for a prize worth US \$600.00 or more, or who fails to return a completed Form W-9, within the aforementioned time, will have no right to an alternate prize worth less than US \$600.00 in lieu of providing his/her Social Security number and/or Form W-9 for the original prize.

- f. All prizes offered are being provided “as is” with no warranty or guarantee by Sponsor, either express or implied. All warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer’s terms therefore, and winners agree to look solely to such manufacturer(s) for any such warranty and/or guarantee.
- g. A prize will be distributed within thirty (30) calendar days after the winner of such prize has been successfully contacted, has successfully completed the winner verification process set forth in Section 8 of these Official Rules and has fulfilled all other requirements of these Official Rules. A prize winner who fails to take delivery of his or her prize within thirty (30) calendar days after such prize is first deposited in the mail or delivered to a shipping company for delivery shall be disqualified and such prize shall be forfeited.

7. Winner Selection:

- a. Sponsor will select one (1) prize winner through a random drawing at the end of one (1) week. The drawing for the Prize shall take place on March 23, 2010.
 - Note: For each drawing conducted pursuant to these Official Rules, the winner will be selected from among all persons currently registered (determined immediately prior to the drawing) with Twitter, regardless of whether the persons so registered before or during the Sweepstakes Period. A winner of a Prize shall not be eligible to win any additional Prize, and a winner of a Prize shall be excluded from all remaining prize drawings under these Sweepstakes.
- b. There shall be no allocation of prizes based upon the state, district, province or territory of the entrants. Each random drawing under these Official Rules shall be conducted at Sponsor’s offices located at 280 Opportunity Way, LaGrange, OH 44050.
- c. Each selected winner will be notified via Twitter no later than five (5) business days after the applicable drawing date and must contact Sponsor to claim his or her prize no later than seven (7) business days after such notification. Sponsor may also post the name of each selected winner on the NothingButSoftware.com website. If a selected winner cannot reasonably be contacted within the time frame specified above, or if a selected winner fails to contact Sponsor within the

time frame specified above, such selected winner shall be disqualified and will not receive any prize.

- d. The Sponsor is not responsible for the failure for any reason whatsoever of a selected winner to receive notification of winning from Sponsor, nor shall Sponsor be responsible for the failure of Sponsor to timely receive a selected winner's response.
- e. The decisions of the Sponsor are final and binding in all matters relating to the selection of winners of the Sweepstakes. In the event that a selected winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random selection from all remaining eligible Entries.
- f. No more than the stated number of prizes will be awarded. If, as a result of error relating to the entry process, drawing or any other aspect of the Sweepstakes, there are more selected winners than contemplated in these Official Rules, there will be a random draw among all eligible selected winners after the Sweepstakes Period to award the correct number of prizes.

8. Winner Verification. Selected winners must continue to comply with all terms of the Official Rules, and winning of any prize is contingent upon fulfilling all requirements of these Official Rules. All selected winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. An entrant is not a winner of any prize, even if the Sweepstakes or Sponsor so indicates, unless and until entrant's eligibility and selection as a winner have been verified and that entrant has been notified that verification is complete.

9. Publicity. Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, testimonials and/or hometown and state, district, provincial or territorial address for promotional purposes in any manner and in any media as Sponsor deems appropriate, worldwide and in perpetuity, without further payment or consideration.

10. General Conditions:

Disqualification of Entrants; Cancellation of Sweepstakes: An entrant or winner may be disqualified from the Sweepstakes if, in the Sponsor's sole discretion, he or she (a) fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor, (b) tampers or attempts to tamper with the entry process or the operation of the Sweepstakes, and/or (c) acts in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. If for any reason the Sweepstakes is not capable of being executed as planned, or if computer viruses, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other cause corrupts or affects the administration, security, fairness, integrity or proper conduct of these Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or entrant and/or to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right, in its sole discretion, to award the prizes at random from among the eligible, non-suspect Entries received up to the time of impairment.

No Waiver: Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Hold Harmless: Each person who submits an Entry for these Sweepstakes, and each person who agrees to these Official Rules, hereby agrees to release and hold harmless Sponsor and its parent companies, affiliates and subsidiaries, and each of their respective employees, directors, officers, agents, suppliers, sponsors, licensees and advertising or promotional agencies (collectively, "Released Parties") from any damage, injury, death, loss, claim, action, demand or other liability (collectively, "Claims") that may arise, in whole or in part, directly or indirectly, from his or her: (1) participation in the Sweepstakes, (2) any breach of these Official Rules, (3) acceptance, possession and/or use of any prize, or (4) from any misuse, malfunction or disposal of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Each entrant agrees to fully indemnify Sponsor and the other Released Parties from any and all claims by third parties relating to the Sweepstakes, without limitation.

Limitation of Liability: Neither Sponsor nor any of the Released Parties shall be responsible or liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by a selected winner of the Sweepstakes, (2) entries and/or responses to winner notifications and/or Releases which are lost, late, incomplete, illegible, unintelligible, falsified, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part because of human, computer or technical error of any kind, (3) any incorrect or inaccurate information, whether caused by entrants or by any personnel, equipment or programming associated with or utilized in the Sweepstakes, (4) unauthorized human intervention in any part of the entry process or the Sweepstakes, (5) any human, technical or electronic error which may occur in the processing of entries, the administration of the Sweepstakes or the selection of winners, (6) any technical or electronic miscommunications, malfunctions or failures of any kind which limit a entrant's or potential entrant's ability to participate in the Sweepstakes, including but not limited to hardware or software failures, network unavailability, and incomplete, garbled or delayed computer transmissions, (7) injury or damage to entrant's or any other person's computer related to or resulting from downloading any materials related to these Sweepstakes or (8) any warranty of fitness or merchantability of any prize or the function or operation of such prize. If for any reason an entrant's entry is confirmed to have been erroneously delayed, lost or otherwise destroyed or corrupted, entrant's sole remedy is to submit another entry in the Sweepstakes during the Sweepstakes Period.

Termination: Sponsor reserves the right, in its sole discretion, and at any time, for any reason, and without prior notice to: terminate the Sweepstakes, in whole or in part, and/or modify, amend or suspend the Sweepstakes and/or the Official Rules.

Disputes: Except where prohibited, each entrant in the Sweepstakes agrees that (a) any and all disputes, claims, controversies and causes of action arising out of or connected with the Sweepstakes or any prize awarded pursuant thereto shall be resolved, individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Lorain County, Ohio, U.S.A.; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with

entering these Sweepstakes (but in no event shall attorney's fees be recoverable as part of any such claim, judgment or award); and (c) under no circumstances will any entrant in the Sweepstakes be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, any entrant's rights or obligations, or the rights or obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving any effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

Privacy/Use of Personal Information: All information about a Sweepstakes entrant who is a resident of any state of the United States or a resident of the District of Columbia and is collected by Sponsor in connection with the Entries will be subject to Sponsor's privacy policy available on its www.NothingButSoftware.com website.

Caution: Any attempt by an entrant or any other individual to deliberately damage any Website or any website owned or operated by the Sponsor or any of its subsidiaries, tamper with the entry process or otherwise undermine the legitimate operation of the Sweepstakes may be a violation of criminal or civil laws and should such an attempt be made, Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

By participating in the Sweepstakes, each party who submits or attempts to submit an Entry fully and unconditionally agrees to and accepts these Official Rules (which are posted at www.NothingButSoftware.com during the Sweepstakes Period) and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning any prize is contingent upon fulfilling all requirements set forth herein.