

2011 Small Business Online Marketing Contest

NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ODDS OF WINNING ARE DEPENDENT ON THE NUMBER OF ENTRIES RECEIVED.

1. SPONSOR: Constant Contact Chicago (the "Contest") is sponsored by Constant Contact, Inc., 1601 Trapelo Road, Waltham, MA (hereafter "Sponsor" or "Constant Contact").

2. CONTEST DESCRIPTION: The 2011 Small Business Online Marketing Contest is designed to attract Participants (as defined below) who may develop an innovative, creative, professional and successful Email/Campaign for the two (2) categories and requirements specified by Constant Contact and the City of Chicago Treasurer's Office. Prizes will be awarded in each of two (2) categories (Email Marketing and Social Media Marketing) to Participants who have developed and submitted an Email/Campaign in accordance with these Official Rules (the "Rules") and are chosen as winners based on the criteria (set forth below) by the judges in accordance with these Rules. Within each of the two (2) categories, the following three (3) prizes will be awarded: 1st place, 2nd place and a "Rookie" award (for those new to Email Marketing/Social Media Marketing). The contest is open to individuals, teams of individuals, and business entities, as further described herein.

3. BINDING AGREEMENT: In order to enter the Contest, each Participant must agree to these Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. By submitting an entry form, the Rules form a binding legal agreement between each Participant and Sponsor with respect to the Contest and each submission made by the Participant. In addition, by submitting an entry into this Contest (an "Entry"), Participant hereby agrees to be bound by any Constant Contact policies posted on its website and any decisions of Constant Contact, which are final and binding on all matters pertaining to this Contest.

4. ELIGIBILITY: The Contest is open to individuals, teams of individuals, and business entities (each individual, each team, each individual member of a team, and each entity is referred to as a "Participant" in these Rules) (1) each of whom are legal residents of and are currently located in the City of Chicago or, in the case of businesses, have their principal place of business in the City of Chicago, and (2) in the case of natural persons, are all at least twenty-one (21) years of age at the time of entry. and (3) that are in compliance with these Rules (including, without limitation, submission requirements). Any individual who has, within the past six (6) months, performed services for the Sponsor (including, but not limited to, as an employee, officer, director, consultant, independent contractor, or intern), the City of Chicago, or agents acting on behalf of the foregoing entities (including but not limited to any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize(s), and/or their respective parents, affiliates, subsidiaries, licensees and distributors, and immediate family and household members of such individuals) are not eligible to enter, play or receive a prize. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Eligibility is subject to all federal, state, and local laws and regulations. Start-up and existing business with revenues below \$2 million are also eligible for the contest. Businesses in the following industries are not eligible for the competition: tobacco production, hard liquor production, casinos or other gambling ventures, fur production, currency speculation, securities investment, speculative industries, and adult entertainment related industries.

Sponsor may, from time to time during the Contest or thereafter, require Participant to provide and confirm (by signature or any other means determined by Sponsor) additional identifying or other information in order to determine eligibility to participate in the Contest or receive a prize. All potential winners may also be required to complete a liability/publicity release (in Constant Contact's sole discretion).

Special Note to Participants who are entering as part of a team: A Participant that is part of a team understands and agrees that if his/her entry is selected to receive a Prize, the Team Captain (defined below) and not the Sponsor is responsible for ensuring the funds are appropriately distributed to each member of the team and each member of the team must agree upon the method of payment.

Special Note to Participants who are entering as a business entity: If a Participant enters on behalf of a business entity, corporation, or other legal entity (hereinafter collectively referred to as "Business Entity"), Participant warrants that the appropriate corporate officers, executives, managers or other persons who have the authority to approve Participant's entry into this Contest have approved the Participant's entry and the Participant understands that these Rules will be binding on both the

Participant and his/her Business Entity. Furthermore, the Participant understands that if the Participant enters without obtaining the appropriate approval, Sponsor may, in its sole discretion, disqualify the Participant's entry. Finally, if a Business Entity is selected to receive a Prize, a corporate officer or person entitled to bind the Business Entity will be required to validate that the Participant is entitled to receive the Prize on the behalf of the Business Entity and the corporate officer or person entitled to bind the Business Entity must provide the appropriate information for payment of the Prize.

5. ENTRY PERIOD/JUDGING: The contest entry period starts on Monday, January 3rd at 12:01 a.m. Eastern Time ("ET") and ends on Monday, February 28th at 11:59 p.m. ET (the "Entry Period"). The contest judging will be carried out as follows: A panel of judges will choose the top three (3) Entries (ie, 1st Place, Second Place, "Rookie" Award) in each contest category (Email Marketing and Social Media Marketing).

6. REGISTRATION: Registration will require certain information when submitting an Entry, including but not limited to full name, mailing address, city/province, state, postal code, country, telephone number, and contact email address ("Registration Information"). Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and any potential Prize recipient may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by the relevant provider of email services. Individuals that register on behalf of a team or corporation will be deemed the Team Captain (the "Team Captain"). All communication and prize awards (if applicable), will be made to and in the name of the Team Captain.

7. SUBMISSIONS:

- All Entries must be submitted via the online submission form instructions. Participants will not have an opportunity to amend an Entry after it is submitted to Sponsor in accordance with these Rules.
- At the time of submission, the Participant must designate the category that the Entry is submitted under. The categories are as follows:

1. Email Marketing

2. Social Media Marketing

If a Participant's Entry includes a web component, such Entry must include instructions on how to obtain access, including instructions on accessing account and/or any other web services (such as Twitter, Facebook, LinkedIn etc.) that are needed. Web applications should run in a browser installed on a laptop running Microsoft Windows XP or Ubuntu or on an Apple Macintosh.

Generally, an Entry that needs only a web browser and a PSDN-phone connection to be executed should be executable; however, if additional requirements are needed to execute the application, then it may not be judged. In any event, nether Constant Contact, the City of Chicago nor any judge will purchase software or hardware to test applications.

Any third party software or accounts required for the operation of a Participant's Entry shall be provided by Participant in accordance with all applicable laws and third party contracts and will not infringe any third party intellectual property or other rights.

All entries will be kept confidential by Constant Contact and invited external Judge(s) until the results are announced in accordance with these Rules.

Entries that are not submitted during the Entry period or that cannot be executed or reviewed by Constant Contact and the judges will not be eligible to participate in the contest and deemed disqualified.

Sponsor may disqualify any individual Participant without recourse and in its sole discretion, for any reason, including, without limitation, a determination that an Entry was publicly available prior to January 3rd, 2010 or that a Participant has otherwise violated these Rules.

LANGUAGE: Entries must support English language use but may also support other languages at the discretion of the Participant.

CONTENT: Any Entry containing sexual, violent, abusive, harassing, offensive, or insulting content, or any other content contrary to Sponsor’s policies, may be disqualified. All determinations regarding compliance with these content policies will be made at Sponsor’s sole discretion and will be final.

8. CRITERIA: At the end of the entry period, all eligible entries will be judged based on the following criteria:

- (1) Originality of Concept--Does the email/campaign introduce a great new idea? (i.e. – an interesting promotion or cause).
- (2) Polish and Appeal--Is the email/campaign easy to use and aesthetically appealing?
- (3) Clarity - Is the email/campaign easy to understand?

(4) Effectiveness – Was the email/campaign effective and did it drive results? **9. PRIZES:** Only the following number of prizes will be awarded in this Contest.

CATEGORY PRIZES:

Email Marketing:	
1st Place: \$2,500 Free Constant Contact Account for one year*	
2nd Place: \$1,000 Free Constant Contact Account for one year*	“Rookie Award”: Free Constant Contact Account for one year*

Social Media Marketing:	
1st Place: \$2,500 Free Constant Contact Account for one year*	
2nd Place: \$1,000 Free Constant Contact Account for one year*	“Rookie Award”: Free Constant Contact Account for one year*

*The Free Constant Contact Account includes the Email Marketing, Online Survey and Event Marketing products. The Constant Contact Account portion of the prize will be awarded as an \$80 per month account with Constant Contact for one year (maximum value = \$960). Winners who sign up for email accounts with a cost per month in excess of \$80 per month will receive an \$80 credit toward their monthly payment for one year.

The approximate total retail value (“ARV”) of the Email Marketing 1st Place is \$3,460, 2nd Place is \$1,960, and the “Rookie Award” is \$960. The ARV of the Social Media Marketing 1st Place is \$3,460, 2nd Place is \$1,960, and “Rookie Award” is \$960.

There is no substitution for prizes. The non-cash portion of the prizes may not be transferred or redeemed for cash, in whole or in part. Prize recipients are responsible for all costs or expenses not specifically exempted herein. In no event will Sponsor be obligated to award more than the number of prizes stated in these Rules.

THE PRIZES ARE PROVIDED “AS IS”, AND CONSTANT CONTACT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO.

10. DISTRIBUTION OF PRIZES: Neither Constant Contact, the City of Chicago nor any of the judges nor any of their respective affiliates, employees, directors, officers or agents (collectively the “Contest Entities”) are responsible for decisions on the division or distribution of the prizes among or between team members or Business Entities. Decisions on how to distribute or divide any prize among individual team members or within Business Entities are the sole responsibility of the participating Team

Captain or Business Entity. The total prize will be issued in the name of the Participant (or the Team Captain if there is a Team Captain) or as otherwise determined by Sponsor in its reasonable discretion.

TAXES: PAYMENTS TO POTENTIAL PRIZE RECIPIENTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO CONSTANT CONTACT ALL DOCUMENTATION REQUESTED TO PERMIT IT TO COMPLY WITH ALL APPLICABLE UNITED STATES, STATE, LOCAL AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING. ALL TAXES IMPOSED ON THE PRIZE, ARE THE SOLE RESPONSIBILITY OF THE PRIZE RECIPIENT.

Each prize recipient is responsible for ensuring that it complies with all applicable laws and regulations, including, without limitation, any applicable tax filing requirements. If a prize recipient fails to provide such documentation or comply with such laws or these Rules, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential prize recipient.

NOTIFICATION: All potential winners will be notified by email to the address provided during registration within 15 days of the judges' selection. All potential winners must respond to email notification within 8 days; the completed verification and release, if any is requested, must be properly completed, returned and received within 14 days of the date emailed to each potential winner. If a winner fails to comply with the obligations set forth in the preceding sentence or if he/she/it is found to be ineligible or fails to comply with these Rules, then he/she/it shall forfeit his/her/its Prize and the Sponsor may, in its sole discretion, select an alternate potential prize recipient. Winners will receive their prizes after their compliance with this section have been verified.

12. GENERAL CONDITIONS: Prizes are awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. All federal, state, provincial and local laws and regulations apply. Under no circumstances shall the submission of an Entry in the Contest, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Constant Contact or the City of Chicago.

By entering the Contest, each Participant acknowledges and agrees that Sponsor may independently develop applications that may be similar to or identical to its Entry in terms of, without limitation, theme, idea, function, or in other respects. Participant will not be entitled to any rights in, or compensation in connection with, any such similar or identical applications and/or ideas. Participant acknowledges that it has submitted its Entry voluntarily and not in confidence or in trust. Participant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Participant and Constant Contact and/or the City of Chicago and that no such relationship is established by Participant's submission of an Entry under these Rules.

Participant acknowledges that Entries are subject to applicable law, including United States export laws, regardless of location or nationality. Participant agrees to comply with all applicable law and export controls, including, but not limited to, the United States Department of Commerce's Export Administration Regulations, sanctions programs administered by the United States Treasury Department's Office of Foreign Assets Control, and any export laws applicable in its country of residence. Participant warrants that all of its Entries are authorized for export from the United States under these laws.

13. INTELLECTUAL PROPERTY RIGHTS: As between Constant Contact and the Participant, the Participant retains ownership of all intellectual and industrial property rights in and to the Entry that Participant had before submission. The Participant specifically agrees that Constant Contact shall have the right and license to use, reproduce, publicly perform, and publicly display the Entry in connection with the advertising and promotion of the submission platform via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes.

14. PRIVACY AND PUBLICITY: Participant agrees that personal data entered during the registration, including, without limitation, name, mailing address, phone number, and email address may be processed, stored, and otherwise used for the purposes and within the context of the Contest. This data will be used and maintained in accordance with the Constant Contact Privacy Policy found at http://www.constantcontact.com/privacy_guarantee.jsp. By entering the Contest, Participants expressly agree to the transmission, processing, and storage of this personal data in the United States. By accepting a prize, participant agrees and consents to Constant Contact and its agencies use of Participant's name and/or likeness to name the Participant for a

reasonable time after completion of the Contest in promotional and advertising material of Constant Contact (or its agents) as a winner of the Contest without additional compensation, unless prohibited by law.

Participants also understand this data may be used by Constant Contact in order to verify a Participant's identity, postal address, telephone number, and eligibility to receive a Prize in the event a Participant is chosen to potentially receive a Prize. If a Participant does not provide the data required at registration, that Participant's Entry will be ineligible.

15. WARRANTY AND INDEMNITY: Each Participant warrants that its Entry is original and that (1) Participant is the sole and exclusive owner and rights holder of the submitted Entry and all included content, that no third parties will make any challenges or claims as to ownership or fraud, and (2) Participant has the right to submit the Entry in the Contest and grant all required licenses. Each Participant warrants that the Participant has not submitted any Entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations; or (2) otherwise violates applicable U.S. law or the law of the Participant's country of residence.

To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any act, default or omission of the Participant and/or a breach of any warranty or provision set forth herein, (b) any material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (c) any misrepresentation made by the Participant in connection with the Contest; (d) any non-compliance by the Participant with these Rules; and (e) claims brought by persons or entities other than the parties to these Rules arising from or related to the Participant's involvement with the Contest. To the extent permitted by law, Participant agrees to hold the Contest Entities harmless for any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any Prize or Prize-related activity.

16. ELIMINATION: Any false information provided within the context of the Contest by any Participant including information concerning identity, mailing address, telephone number, email address, or ownership of right or non-compliance with these Rules, or the like may result in the immediate elimination of the Participant from the Contest. Sponsor further reserves the right to disqualify any Entry or Participant that it believes in its sole and unfettered discretion has infringed upon or violated the rights of any third party, otherwise does not comply with these Rules, is acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person, or has violated U.S. or applicable local law in Participant's country of residence.

17. NETWORKS: Contest Entities are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Contest Entities are not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Contest Entities are not responsible for inaccurate transmissions of or failure to receive entry information by the Contest Entities on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Any attempt by a Participant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Participant to the fullest extent of the applicable law (in addition to its rights hereunder).

18. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR SPONSORS IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. As a condition of participating in this Contest, Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction.

19. LIMITATION OF LIABILITY: EACH CONTEST ENTITY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THE CONTEST (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND CLAIMS BASED ON PUBLICITY RIGHTS, MISREPRESENTATION, DEFAMATION OR INVASION OF PRIVACY), UNDER ANY LEGAL THEORY, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). IN NO EVENT SHALL A CONTEST ENTITY BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, DIMINUTION IN VALUE, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES.