
**MainStreet Stories Contest
OFFICIAL RULES**

**OPEN TO LEGAL RESIDENTS OF THE FIFTY UNITED STATES OR THE
DISTRICT OF COLUMBIA, 18 YEARS OF AGE OR OLDER.
VOID IN PUERTO RICO AND WHERE PROHIBITED.**

1. **ELIGIBILITY:** The MainStreet Stories Contest (the “Contest”) is open to legal residents of the fifty United States or the District of Columbia, 18 years of age or older. Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of eBay Inc. (“eBay” or “Sponsor”), its affiliates, subsidiaries, divisions, advertising and promotion agencies are not eligible to enter. Contest is subject to all federal, state and local laws. California law governs this Contest.
2. **CONTEST TIMING:** The Contest begins at 08:00:00 Eastern Time on November 6th, 2009 and ends at 00:00:01 Eastern Time on December 4th, 2009 (the “Entry Period”).
3. **CONTEST DESCRIPTION:**

Essay Question

Everyday lawmakers in Washington, D.C. and state capitals around the nation are debating legislation that could impact your ability to successfully run a business on eBay. These public policies range from [retail price fixing](#) (mandating a price below which you can’t sell your goods) or requiring you to collect & pay [sales taxes](#) on all of your out-of-state sales, to forcing eBay sellers to become [licensed auctioneers](#) (hog calling classes anyone?)

We’ve read the bills and written the talking points. Now we want to hear firsthand -- from you -- how a law or other government regulation has impacted your eBay business. Or tell us how enactment of a proposed law could impact your business in the future. Businesses of all sizes are affected by the decisions our lawmakers make. We want to hear what public policy issue has, or could potentially have, the biggest impact on you and your eBay business.

- Submissions may be in essay form (suggested Word document length: 500 – 800 words)

- Don’t forget to tell us a little about yourself and your business...when/how you started, what you sell, and anything else that makes your story unique.

4. **HOW TO ENTER:** To enter the Contest, you must acknowledge that you have read and you agree to the Official Rules by clicking “I Accept” at the end of the registration page. You must also be a member of eBay in good standing at the time of entry, during the Entry Period, and up and until the date any prize is

awarded. Entries must be completely submitted during the Entry Period in order to be eligible. **There is a limit of one entry per person.**

The entry becomes the property of the Sponsor and will not be acknowledged or returned. Entry must be in keeping with the Sponsor's image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any person or otherwise infringe upon any person or entity's personal or proprietary rights, as determined by the judges in their sole discretion. Incomplete entries or entries not complying with these Official rules are subject to disqualification. Sponsor is not responsible for late, lost, incomplete, illegible, damaged, or misdirected entries. Sponsor's decisions are final on all matters relating to this Contest. Use of the eBay site is subject to the [eBay User Agreement and Privacy Policy](#) available on the eBay site, and use of the Government Relations portion of the eBay site is governed by its [Participant Consent Policy](#).

- 5. REPRESENTATIONS AND WARRANTIES:** Entrant represents and warrants the following: 1) that he/she is the original author (or represents and warrants that the owner of such rights has expressly granted any and all licenses or consents necessary for the use) of any and all content of any video submission; 2) the entry will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Entrants are prohibited from in any way submitting any entry material that infringes on any copyright, trademark or proprietary rights of another (including publicity and privacy rights); 3) that the submission is not the subject of any actual or threatened litigation or claim; 4) that the entry material is not obscene, offensive, libelous, pornographic, threatening, abusive, contains illegal content, or is otherwise objectionable, that would constitute or encourage a criminal offense, or that would otherwise give rise to liability or violate any law. Entrant acknowledges that nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.
- 6. JUDGING:** Entries will be judged as follows: Adherence to theme- 30%; Ease of Reading—30%; Emotional Appeal—30%; Applicability to eBay Government Relations issues—10% Judging will be performed by a panel of judges selected by the Sponsor. The entry with the highest combined overall score will be declared the Grand Prize winner. In the event of a tie, the entries involved in the tie will be reviewed by an additional judge who will serve as a tiebreaker and who will evaluate entries according to criteria listed above. Decision of judges is final and binding on all matters relating to this Contest.
- 7. PRIZES:** Prizes will be awarded as follows: One winner will be chosen from all eligible entries. The official winner will be treated to a free trip to our nation's capital in 2010 as detailed herein (value not to exceed \$4500), at a date mutually agreed upon by the winner and eBay. The winner will be provided with roundtrip coach airfare for 4 (four) from the U.S. city that is closest to their

place of residence (not to exceed \$3500 in value, including all taxes), and hotel accommodations for 2 (two) nights in Washington, D.C. (value not to exceed \$1000, including all taxes). While in town the winner (and 3 guests) will also be provided with a private tour of the U.S. Capitol building (no retail value).

Prize is not transferable; no substitutions are permitted, except by the Sponsor at their sole discretion. **All taxes and any other costs related to this prize not specifically stated within these Official Rules are the sole responsibility of the winner.** Limit one prize per person. All prizes will be awarded provided there are a sufficient number of entries received. Winners shall receive no further compensation or credit for use of the entry submission other than that disclosed in these Official Rules. Sponsor shall have no obligation (express or implied) to further exploit, develop, produce, or distribute any entry submission.

- 8. WINNER NOTIFICATION:** Winner will be notified on or before March 1st, 2010 by U.S. mail and/or email and/or telephone. Winners will be required to sign an affidavit of eligibility and liability release, and where legal, a publicity release, and return same, properly executed, within seven (7) days of issuance. Failure to return documents as specified, or if any notification is returned as undeliverable, will result in disqualification and a runner-up may be selected. Sponsor reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any entries, proper names, likenesses, photographs and entry for advertising and promotional purposes in all media (including and without limitation, the Internet) without additional compensation, except where prohibited by law. If an entrant changes his/her telephone number, email address and/or street address after he/she enters the Contest, it is his/her sole responsibility to ensure that he/she will still receive any correspondence and Sponsor is not liable for any failed notification delivery due to any reason.

- 9. CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements, and also consent to the use of his/her name, image, likeness, photography, voice, and biographical material in any lawful manner for any purpose by Sponsor or its designee. Entrant further grants Sponsor (without additional compensation and regardless of whether Entrant is declared a winner of the Contest) a perpetual, worldwide, fully paid up, sublicensable license to the application and essay or other work that was submitted as an entry, to be used by Sponsor for all lawful purposes, including but not limited to advertising, publicity, demonstration, and promotional purposes by Sponsor or its designee, or for submission to a governmental body as testimony or example by the Sponsor or its designee without additional compensation, except where prohibited by law. ENTRANTS RELEASE AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, AGENCIES AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS (“RELEASEES”) FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM

PARTICIPATING IN THIS SWEEPSTAKES OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. ENTRANTS AGREE THAT ANY AND ALL DISPUTES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. ENTRANT WAIVES ALL CLAIMS OF ANY NATURE, INCLUDING EXPRESS CONTRACT, IMPLIED-IN-FACT CONTRACT, OR QUASI-CONTRACT, ARISING OUT OF ANY DISCLOSURE OF THE PROGRAM SUBMITTED TO EBAY. ENTRANT AGREES THAT THE CONDITIONS OF SUBMISSION SET FORTH IN THESE OFFICIAL RULES SOLELY GOVERN THE RELATIONSHIP BETWEEN THE ENTRANT AND EBAY AND THAT THERE IS NO CONFIDENTIAL, FIDUCIARY OR OTHER RELATIONSHIP, OTHER THAN ONE OF CONTRACT, BETWEEN THE PARTIES. IN NO EVENT SHALL EBAY BE PRECLUDED FROM DISCUSSING, REVIEWING, DEVELOPING FOR ITSELF, HAVING DEVELOPED, OR DEVELOPING FOR THIRD PARTIES, MATERIALS WHICH ARE COMPETITIVE WITH THOSE SET FORTH IN THE PROGRAM ENTRANT SUBMITS IRRESPECTIVE OF THEIR SIMILARITY TO THE INFORMATION IN THE PROGRAM. ENTRANT RECOGNIZES THAT EBAY HAS NO DUTY, EXPRESS OR IMPLIED, TO DETERMINE WHETHER COMPENSATION, IF ANY, WOULD BE PAID FOR THE DISCLOSURE OR USE OF THE PROGRAM PROVIDED BY ENTRANT.

10. LIMITATION OF LIABILITY: Releasees are not responsible for lost, late, illegible, damaged or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website or submit an online entry form, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Contest. In such event, Sponsor may void any entries they suspect are at issue and award prizes from among all eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONEST MAY BE A VIOLATION

OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Contest in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Contest. Any attempts by an individual to access any website associated with this competition via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs is prohibited. RELEASEES SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, AND IN NO CASE SHALL RELEASEES LIABILITY HEREUNDER EXCEED \$100.

11. WINNERS' LIST: For the name of the winner, available after March 1st 2009, mail a self-addressed, stamped envelope to: Sharon McBride at 1250 Eye Street, Suite 1002, Washington, DC 20005. Residents of VT may omit return postage.

12. SPONSOR & ADMINISTRATOR: The Sponsor and Administrator of this Contest is eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125.

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