

**CREATIVE + RESPONSE RESEARCH SERVICES, INC. (“C+R”)
MEMBERSHIP AGREEMENT**

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU REGISTER FOR THIS PROGRAM.

BY REGISTERING YOUR CHILDREN FOR KIDZEYES, (THE “PROGRAM”), BY REVIEWING THIS MEMBERSHIP AGREEMENT, THAT GOVERN THE PROGRAM (“RULES”), AND BY CLICKING ”I ACKNOWLEDGE AND AGREE,” DURING REGISTRATION YOU AGREE TO THESE RULES AND YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS STATED HEREIN. IF YOU DO NOT AGREE TO THESE RULES, DO NOT REGISTER FOR THE PROGRAM.

THE SPONSOR, CREATIVE + RESPONSE RESEARCH SERVICES, INC., WHOSE PRINCIPAL PLACE OF BUSINESS IS 500 N. MICHIGAN AVE., SUITE 1100, CHICAGO, IL 60611 (“SPONSOR”), RESERVES THE RIGHT TO MODIFY OR TERMINATE THE PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF THE REWARDS ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE REWARDS. YOU AGREE THAT YOU WILL REVIEW THESE RULES PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE RULES AND ANY MODIFICATIONS HEREOF.

1. **Eligibility.** Individuals between the ages of six and twelve who are legal residents of the 50 United States and District of Columbia are eligible to participate in the Program. The participant’s parent or guardian must provide C+R with permission in a form acceptable to Sponsor in Sponsor’s sole discretion.

Participants of the KidzEyes Program who turn thirteen will automatically be enrolled in the TeensEyes program <http://www.teenseyes.com/> for individuals between the ages of thirteen and eighteen, and the participant’s account information and Rewards totals will be carried over to the new TeensEyes account.

2. **Privacy.** Please review our Privacy Policy at <http://s3.netcrimson.com/policies/privacypolicyunder13.pdf> to understand our practices in connection with the use of your personal information.
3. **Participant Rewards Account.** Upon successful registration, Program members will establish a Rewards Account (“Account”). Limit one (1) Account per person. Only the Account holder will accrue Rewards, which will be credited to only one Account, and may not be combined from different Accounts for any purpose. Each Account holder is identified by his or her KidzEyes User Name, which is established during the registration process and may not be changed. Sponsor reserves the right to invalidate Rewards from an Account if it determines that such Rewards were improperly credited to such Account or obtained fraudulently. **Rewards do not constitute property, do not entitle a participant**

a vested right or interest, and have no cash value. As such, Rewards are not transferable or assignable for any reason.

- 4. Rewards.** From time to time, Program participants may be invited to participate in marketing research projects. Each Project may have its own set of eligibility requirements and participants must comply with such eligibility requirements before participating in a Project. Projects must be completed in good faith and to the best of the Program participant's ability. Program participants who successfully complete a Project in accordance with all applicable terms and conditions of the relevant Project (a "Completed Project") will receive either Rewards based on the Reward point values assigned to the Project or a sweepstakes entry as identified on the Site. All sweepstakes entries will be governed by applicable sweepstakes rules. A Program participant may complete a Project only once.

A summary of a participant's Rewards Account may be viewed at the Site. Sponsor will attempt to credit participants' accounts with Rewards points on a timely basis, though there may be Rewards points allocation delays from time to time. Each participant shall have the responsibility of ensuring that his or her Rewards are properly credited. **Any claim for Rewards not credited accurately must be received by Sponsor within sixty (60) days of the completion of a Completed Project, otherwise such Rewards may no longer be valid or usable.**

A Rewards Account which has had no activity for a period of six (6) months or longer may be deemed to be "inactive" and any Rewards accumulated in an inactive Rewards Account forfeited without compensation. "Activity" includes: logging into an Account, redeeming Rewards, clicking on a Project link in an invitation sent to the Account, or completing or attempting to complete a Project.

- 5. Terms Applicable to Rewards.** Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Rewards summaries displayed or distributed by Sponsor or its agents, for any delay or failure to credit Rewards to participant accounts, or for any failure to provide Rewards Account summaries. Sponsor reserves the right to invalidate Rewards from a participant's Rewards Account without notice if it determines in its sole discretion that such Rewards were improperly credited to the participant's Rewards Account or were obtained fraudulently or otherwise in violation of these Rules. Sponsor reserves the right to require proof of accrual of Rewards and Sponsor reserves the right to delay the processing or redemption of any Rewards without notice, in order to assure compliance with the Rules outlined herein.

Participants, by participating in the Program, are responsible for maintaining the confidentiality of their Rewards Accounts and passwords, and agree to accept responsibility for all activities that occur under their Rewards Account or password. Without limiting any other remedies, Sponsor may suspend or terminate any Rewards Account if Sponsor suspects in its sole discretion that any participant or other person has engaged in fraudulent activity in connection with this Program. The sale, barter, transfer or assignment of any accumulated Rewards, other than by Sponsor, is strictly prohibited. Any Rewards that Sponsor deems in its sole discretion to have been transferred,

sold, bartered or assigned in violation of the Program's Rules may be confiscated and/or canceled.

Participation in the Program is subject to the Rules, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by the Rules or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with this Program, or failure to act in a manner consistent with federal, state, or local laws, regulations or ordinances, may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of participation in the Program, as well as forfeiture of any Rewards accrued to date and any other benefits earned in connection therewith, in Sponsor's sole discretion.

6. **Changes to Rewards Structure.** The Rewards structure is subject to modification or limitation at any time in Sponsor's sole discretion, including, without limitation, the right to establish additional means of accruing Rewards, the right to modify and delete any or all of the recognized means of accruing Rewards existing at any given time, the right to change the Rewards available and their values and types and the Rewards redemption terms, and the right to exclude specific types of transactions from eligibility.
7. **Redeeming Rewards.** Rewards may be redeemed for cash or select items as identified by Sponsor from time to time on the Site, subject to these Rules. Rewards cannot be redeemed until participant has accrued the minimum number of Rewards as identified by Sponsor on the Site, and can only be redeemed in amounts as identified by Sponsor from time to time. Rewards will be subtracted from a participant's account at the time the participant requests Rewards redemption.

Each redeeming participant is solely responsible for ensuring that their shipping or email address is correct in the Program records prior to redemption. Each redeeming participant may be responsible for paying all shipping and handling charges for any reward selected, as disclosed at the time of redemption. Sponsor's obligation regarding delivery of redemptions is satisfied upon shipping the selected redemption item to the postal or email address for the participant contained in the Program records as of the date of redemption. The type of shipping will be at Sponsor's sole discretion, and shall be contingent on the Reward selected at redemption. Sponsor is not responsible for lost or stolen redeemed items. Participants must allow eight to ten weeks for shipment or delivery. **No cash will be exchanged for the unused portion of any active participant's Rewards.**

Once Rewards have been redeemed, they are no longer valid for any subsequent redemption and they may not be returned or refunded to a participant's Rewards Account for any reason. No extensions, cash refunds or other exchanges will be allowed for expired Rewards except in the sole discretion of Sponsor. The availability of any items or services offered in the Program is subject to change without notice at any time and subject to availability in the sole discretion of Sponsor. Items or services offered in the Program for redemption may be available only in limited quantities and will be distributed on a first-come, first-served basis. Participants should regularly consult the Site for updates about availability of redemption items.

8. **Withdrawing From The Program.** Participants may voluntarily withdraw from the Program at any time for any reason by visiting the Site, logging in to their account, and following the instructions. Should withdrawing participants not redeem any unclaimed Rewards prior to withdrawal from the Program, participants forfeit those unclaimed rewards. Participants who voluntarily withdraw from the Program and still meet all the requirements for eligibility may be required to wait one (1) year from the date of their withdrawal to re-enroll..
9. **Modification To Rules and Program.** Participation in the Program is offered at the discretion of Sponsor and it reserves in its sole discretion the right to modify the Rules, Rewards redemption values, benefits, reward levels, conditions of participation, rules for issuing, redeeming, retaining, using or forfeiting Rewards and redeemable items and their respective duration or timing, or any other aspect of the Program, in whole or in part, at any time even though such changes may affect the redemption value of the Rewards already accumulated.

Sponsor will give reasonable advance notice of any modification of the Rules hereof which may adversely impact your Rewards Account, including by posting an updated version of these Rules at the Site. Participants understand that the most recent version of the Rules will be located at the Site. A participant's continued use of the Program following the posting on the Site of any modification will indicate the participant's acceptance of any modification to the terms hereof. Any participant may object to the modification to the Program and/or its Rules by no longer participating.

10. **Termination of the Program.** The Program will continue until terminated at the sole discretion of Sponsor. In the event Sponsor decides to terminate the Program it shall post notice of such termination on the Site at least 60 days prior to the date that such termination becomes effective, during which time you may still accrue and redeem Rewards, provided however, that you agree that Sponsor shall not be required to give 60 days notice if such termination is due to the technical or procedural problems in the operation of the Program, the filing of a petition in bankruptcy, an adjudication of bankruptcy, insolvency, an assignment for the benefit of creditors, or any other discontinuance of business.

Notwithstanding the foregoing, if for any reason Sponsor determines in its sole discretion that the Program is no longer capable of running as intended by these Rules for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, at any time. **All Rewards must be redeemed prior to the effective date of termination. You should not rely upon the continued availability of the Program or any Rewards accumulated in connection therewith.**

11. **Copyright and Publicity Release:** Parents and/or Legal Guardians grant C+R an unrestricted, worldwide, perpetual, royalty-free license to use, reproduce, modify, distribute, and display all of their child's text responses, photographs, video, audio, messages, or any other materials that are transmitted to C+R in the course of the Program, to do so in any medium for any commercial purpose, and to sublicense these rights to others, including C+R's end clients. C+R will only do so if doing so only within the scope

of the Program and/or a Project.

Members will transmit to C+R only materials he or she creates or those in the public domain, and promise to hold C+R harmless if others claim rights in these.

If Program members should appear in any photos, videos, or audio recordings as a result of participating in this Program, Parents and/or Legal Guardians grant C+R, and its assigns, licensees, and successors, the perpetual right to use their child's voice and image in advertising, trade, or any other commercial purpose, in any medium. Parents and/or Legal Guardians waive the right to inspect or approve versions of their child's voice and image used by C+R, or the written copy that may appear with them.

Member Parents / Legal Guardians release C+R and its assigns, licensees and successors from any claims that may arise regarding the use of their child's voice and image, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

- 12. Limitation on Liability.** SPONSOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY SPONSOR IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY SPONSOR, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above, Sponsor is found liable for any loss or damage which arises out of, or is in any way connected with, any of the occurrences described in the limitation above, then its liability will in no event exceed, in total, the sum of US \$100.00.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

- 13. Disclaimer of Warranties.** SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERROR-FREE. SPONSOR FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR

INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

- 14. Conduct.** By participating in this Rewards Program, participants agree to be bound by these Rewards Program Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Failure to comply with these Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual from participating in any aspect of Rewards Program, and/or may cancel, suspend or block any Account registered by such person if Sponsor and its administrators deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Rules or the terms and conditions of the Site; or (b) damaging, tampering with or corrupting the operation of the Rewards Program; or (c) acting with intent to annoy, harass or abuse any other person; or (d) use of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Site; or (e) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (f) activity deemed in the sole discretion of Sponsor and its administrator to be generally inconsistent with the intended operation of the Rewards Program.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM OR EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

Program participants may be shown confidential and proprietary information that is owned by Sponsor or its clients. This information may include, but is not limited to, new product concepts and ideas, marketing, advertising, and creative strategies and plans, and product names, logos and designs. Participants in the Program agree that they will not use, disclose or disseminate any of the information communicated to them in connection with their participation in the Rewards program.

- 15. Taxes.** Determination and payment of tax liability on awards, including income tax, if any, are the sole responsibility of participant.
- 16. Acts Beyond Sponsor Control.** The failure of Sponsor to comply with the Rules because of a *force majeure* event, including but not limited to war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of Sponsor, shall not be deemed a breach of the Rules. If any such

contingency shall last for more than 60 days, Sponsor shall have the right to terminate the Program immediately by giving notice and shall have no further liability to any participant.

17. **Governing Law and Consent to Jurisdiction.** The laws of the State of Illinois, without regard to its conflict of laws principles, will govern these Rules, as well as your and Sponsor's observance of them. If you take any legal action relating to your use of this Program or these Rules, you agree to file such action only in the state or federal courts located in Cook County, Illinois.
18. **No Waiver.** Sponsor's failure to exercise or enforce any right or provision of these Rules shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.
19. **Captions.** The headings in these Rules are for your convenience and reference. These headings do not limit or affect these Rules.
20. **Complete Agreement.** These Rules, together with those items made a part of these Rules by reference, make up the entire agreement between Sponsor and the Program participants relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Rules to be unenforceable or invalid, that term(s) will be enforced to the fullest extent permitted by applicable law and the other terms will remain in full force and effect.