

“YOUR BUSINESS BIZ MAKEOVER CONSULTATION CONTEST”

Official Rules

March 28, 2008—April 20, 2008

PRELIMINARY INFORMATION: No purchase necessary. Void outside the contiguous United States and where prohibited. *Your Business Biz Makeover Consultation Contest* (“Contest”) begins on March 28, 2008, at 6:00 P.M. and ends on April 20, 2008, at 11:59 P.M. (“Contest Period”). All times in the Contest refer to Eastern Time.

TO ENTER: To enter, access the *Your Business* website at www.yourbusiness.msnbc.com and click on the Contest icon. Complete and thereafter submit the entry form (“Entry Form”), which includes your name, email address, your website URL, your phone number, your city, state, country and year of birth. You must also type and submit answers (collectively, “Answers”) to the following five (5) questions (collectively, “Questions”):

1. What is the name of your business? How long have you been in operation and how many employees do you have?
2. What's the biggest problem your business faces today? What do you think are your biggest obstacles for growth?
3. What parts of your business are not working well? What parts do work well?
4. Is your business living up to its mission statement? If not, why not? Is there another market niche that your business needs to reach in order to grow? Is your business prepared for growth?
5. What are you hoping the Your Business team will help to accomplish for your small business?

Your Entry Form and your Answers will together constitute your entry (“Entry”) into the Contest. All Entries become the property of Microsoft and NBC Universal, Inc. (collectively, “Sponsors”), and will not be acknowledged or returned. Each Answer must be original (that is, written by you), in the English language, and no more than three thousand (3000) words in length. By entering the Contest, entrant grants Sponsors the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Answers and to incorporate them in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Answers will not infringe on any rights of third parties, including, without limitation, copyright, trademark, defamation, privacy, or publicity, or create claims for false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Any Answers containing material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or that does not meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, may be rejected as ineligible for consideration. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Answers.

Alternatively, Answers may be submitted in video form (“Video”) and uploaded to the Entry Form. Video should include Answers that are spoken slowly and intelligibly by the entrant. Video must be in .avi, .mov, .mpg/.mpeg, .wmv, .asf, or 3gp formats. Videos may be no more than 40mb. Video must not have been taken by a professional videographer. Other than minor changes to lighting and coloring, Video must not have been altered or edited in any manner that distorts the original videotape. You must have the permission of all persons appearing in your Video for you to submit your Video. By entering the Contest, entrant grants Sponsors the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Video and to incorporate it in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsors and that the Sponsors' reproduction, publishing, displaying, and/or other use of the Videos will not infringe on any rights of third parties, including, without limitation, copyright, trademark, defamation, privacy, or publicity, or create claims for false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Any Videos containing material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive or that does not meet Sponsors' standards for any reason, as determined by Sponsors in their sole discretion, may be rejected as ineligible for consideration. Videos must comply with all applicable laws, rules, and regulations. Entrant also warrants that he/she has obtained written permission when videotaping on private property not owned or controlled by entrant, where such permission is required. Upon request, you must provide Sponsors with signed releases from the persons appearing in the Video and/or the owners of any private property where you videotaped. If any person appearing in the Video is a minor, Entrant warrants that he/she has obtained written permission from such minor's parent or legal guardian to include such minor in the Video. Upon request, entrant must provide Sponsors with signed releases from the parents or legal guardians of all such minors. Sponsors shall have no obligation to copy, publish, display, or otherwise exploit the Video. All Entries (including Videos) become the property of Microsoft and NBC Universal, Inc. (collectively, “Sponsors”), and will not be acknowledged or returned. Entries must be received before April 20, 2008, at 11:59 P.M. to be eligible for the Contest. You may enter once during the Contest Period. Multiple entries received from any person or email address beyond this limit will void all such additional entries. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant who made a potentially winning Entry, Sponsors reserve the right to deem that the Entry was made by the registered subscriber of the email address submitted at the time of Entry. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity without additional compensation.

ELIGIBILITY: Open only to permanent, legal U.S. residents who are physically located in the forty-eight (48) contiguous United States and the District of Columbia and who are eighteen (18) years of age or older and the age of majority in their state of residence as of the start of the Contest Period. Officers, directors, and employees of Contest Entities, members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses), and/or persons living in the same households as these persons (whether or not related thereto) are

not eligible to enter the Contest. Contest Entities, as referenced herein, shall include Sponsors and American Express Company, and their respective parent, subsidiary, and affiliate companies and administrative, advertising, and promotion agencies and any other entity involved in the development, administration, promotion, or implementation of the Contest.

WINNER SELECTION AND NOTIFICATION: Winner will be selected by employees of Sponsors from all eligible Entries on or about April 30, 2008. Entries will be evaluated by employees of Sponsors based on the following criteria: a) potential for growth of entrant's business (50%) and b) potential for *Your Business* team to assist with that growth (50%). Sponsors reserve the right to extend the Contest Period or cancel the Contest, if an insufficient number of eligible, complete, tasteful, appropriate, or generally qualified Entries are received. In the event of a tied score, the entrant with the higher score in the "Potential for Your Business team to assist with that growth" criterion will be declared the winner. In the event that a tie remains, the Sponsor shall conduct phone interviews with the tied entrants and determine a winner based upon which entrant is best to articulate the need for a business consultation. Sponsors will make two (2) attempts to notify winner at the phone number and/or email address submitted at the time of entry. Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Contest Documents") within five (5) days of such notification. Noncompliance within this time period will result in disqualification, and an alternate winner may be selected from the remaining eligible entries. If winner cannot be reached, if he/she is found to ineligible, if he/she cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, winner will be disqualified and an alternate winner may be selected from the remaining eligible entries.

PRIZE: There will be one (1) prize awarded ("Prize"), consisting of the following: a consultation for winner with members of the *Your Business* team ("Consultation"). Details of Consultation will be determined by Sponsors in their sole discretion. Released Parties (defined below) are not responsible or liable for any business decisions made or not made by winner following the Consultation. Consultation is not a guarantee of any kind with respect to growth of winner's business. Consultation has no cash equivalent value. Potential Winner must be available to claim their Consultation between July 2008 - September 2008. Sponsors may decide, in their sole discretion to conduct consultation at the winner's business for an onsite consultation. Sponsors reserve the right to substitute a similar Prize (or Prize element) of equal or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of winner. Prize cannot be transferred by winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by winner. If Prize is unclaimed, it will be forfeited, and an alternate winner may be selected from the remaining eligible entries. If a Prize element is not available for any reason, the remaining elements of Prize shall constitute full satisfaction of Sponsors' Prize obligation to winner, and no additional compensation will be awarded. Consultation may be taped and/or recorded by Sponsors in their sole discretion ("Recording"). If winner fails to appear in a timely manner for the Recording, as determined by Sponsors in their sole discretion, the Recording may be cancelled and Prize may be forfeited. No person other than Winner and persons deemed necessary by Sponsors may be present at the Recording. The nature of the Recording will be determined by the Sponsors in their sole discretion. Sponsors are not obligated to broadcast or

otherwise use or exploit the Recording or any part thereof. Winner must sign an appearance release, location release and any other relevant paperwork provided by Sponsor (“Recording Documents”) prior to the Recording or Prize may be forfeited and an alternate winner may be selected. The Recording will not be considered an employment opportunity, and winner will not be entitled to compensation or credit therefore. If the Recording is broadcast, such broadcast will be at a time, for a length of time, and on a date determined by Sponsors in their sole discretion. Winner may be required to execute and return appearance and location releases and such other documents as may be required by Sponsors. The content of the Recording as, and if, finally broadcast, and the number of broadcasts and re-broadcasts thereof, if any, will be determined by Sponsors in their sole discretion. Winner will have no right of review, notice, or approval of the content of the Recording or any broadcast thereof. Sponsors reserve the right to disqualify winner at any time, if his/her behavior at any point is deemed by Sponsors to be disruptive, if it may or does cause damage to person, property, or reputation of Sponsors or otherwise violates the policies thereof, or if winner does not follow the directions of Sponsors at all times. These Official Rules and the Contest are neither a contract nor an application for employment.

CONDITIONS: By entering the Contest, each entrant agrees for entrant and for entrant’s heirs, executors, and administrators (a) to release and hold harmless Contest Entities and their respective officers, directors, and employees (collectively, “Released Parties”) from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Contest and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant’s name on www.yourbusiness.msnc.com and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes without additional compensation, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Contest itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Contest.

ADDITIONAL TERMS: Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Contest or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants’ or to any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Contest. Released Parties are not responsible for telecommunications,

network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Contest or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select winner from among all eligible, non-suspect entries received at the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at www.yourbusiness.msnbc.com. Sponsors may prohibit any entrant or potential entrant from participating in the Contest, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

WINNER ANNOUNCEMENT: For the name of the winner, available after April 30, 2008, visit www.yourbusiness.msnbc.com, or send a self-addressed, stamped envelope to be received by June 11, 2008, to: *Your Business* Biz Makeover Consultation Contest, MSNBC, 30 Rockefeller Plaza, New York, NY 10112.

NO PURCHASE NECESSARY. Void where prohibited. Open only to permanent, legal residents of the contiguous U.S. who are 18 or older and the age of majority in their state of residence. Contest runs from 3/28/08 to 4/20/08. Prize restrictions apply. To enter, and for full Contest rules and prize details, go to www.yourbusiness.msnbc.com.