

“Name NASA’s Next Mars Rover”

NAMING CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY

1. **PROMOTION DESCRIPTION:** The "Name NASA's Next Mars Rover" Contest (the "**Contest**") begins at 12:01 a.m. Eastern Time ("**ET**") on 11/18/08 and ends at 11:59 p.m. ET on 1/25/09 (the "**Contest Period**"). The Contest provides kindergarten through high-school students with the opportunity to suggest names for the Mars Science Laboratory Rover, scheduled to launch in 2011 for a landing on Mars in 2012, as more fully set forth below. Entrants will compete in three (3) grade-level categories: a) kindergarten – third grade; b) fourth grade – seventh grade; and c) eighth grade – twelfth grade (each a "**Grade Category**"). By participating in the Contest, each entrant and his/her parent or legal guardian unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the National Aeronautics and Space Administration (NASA Headquarters; 300 E Street SW; Washington DC 20024-3210) and the Jet Propulsion Laboratory/California Institute of Technology (4800 Oak Grove Drive; Pasadena, CA 91101) (collectively, the "**Sponsors**"), which shall be final and binding in all respects. By participating in this contest, each entrant and his/her parent or legal guardian also unconditionally accepts and agrees to comply with and abide by the rules for prize provision set out in sections 6 and 7.

2. **WHO CAN ENTER:** The Contest is open only to legal residents of the fifty (50) United States who are between the ages of 5 and 18 years and are a registered student in a U.S. school, grades Kindergarten through 12th Grade (including U.S. Possessions and schools operated by the U.S. for the children of American personnel overseas). Entrants must get a parent’s or legal guardian's permission to enter. Entrants must provide parental consent in form and substance suitable to Sponsors, in Sponsors' sole discretion, in order to be confirmed as a prize winner.

Employees of Sponsors and Walt Disney Studios Motion Pictures (3900 West Alameda Avenue, Suite 841; Burbank, California 91505) (the “**Prize Provider**”) and their affiliates, organizations, subsidiaries, advertising and promotion agencies (collectively, the "**Promotion Entities**") and their immediate family members and/or those living in the same household of

each are not eligible to enter the Contest or win a prize.

3. HOW TO ENTER:

ONLINE: Only students age 14 -18 may submit online. Eligible students can complete the Official Entry Form available online at <http://marsrovername.jpl.nasa.gov> (the "**Website**") with the information requested (name of entrant, school grade, suggested name, essay, parent/guardian name, parent/guardian email, street address, city, state, zipcode, telephone number, and parent/guardian online permission). Follow the online instructions (including parent/guardian permission) to upload the student's suggested name for the Mars Science Laboratory Rover and his/her essay explaining the reason for the suggested name (as more fully described below) (the "**Submission**").

BY MAIL: Students 13 and under must submit by mail; mail-in entries are also acceptable from students 14 and over. Submissions can be entered by mail, on paper no larger than 8-1/2 x 11. A mail-in form can also be downloaded from the Website. A mailed-in Submission should be typed or printed and include:

- complete name of entrant, street address, city, state, zip code, telephone number, date of birth, and school grade. Students must also provide a parent's or guardian's signature
- suggested name for the Mars Science Laboratory Rover, scheduled to launch in 2011 for a landing on Mars in 2011
- essay explaining the reason for the suggested name, according to the essay lengths listed for grade levels below

Send the completed entry to: ATTN: Jackie Johnson "Name NASA's Next Mars Rover" Contest; Jet Propulsion Laboratory MS 301-345; 4800 Oak Grove Dr; Pasadena, CA 91109-8099.

All Submissions, regardless of method of entry, must be received during the Contest Period. Limit one entry per person regardless of method of entry. No substitutions of new versions of a Submission will be accepted once the original Submission is submitted for consideration. All requested information must be completed to enter and to be eligible to win. Except as

otherwise contemplated in these Official Rules, information collected in connection with this Sweepstakes will be used by Sponsors in accordance with the privacy policy available at the Website. Any communication or information transmitted to Sponsors and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary, except for personal information as protected by the Contest privacy policy. Proof of submission is not considered proof of delivery to or receipt of such entry. Sponsors shall have no liability for any Submission that is lost, intercepted or not received by the Sponsors.

4. SUBMISSION REQUIREMENTS

Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any Submission that, in Sponsors' sole and absolute discretion, fails to meet the following criteria will be disqualified):

(a) The Submission must be the entrant's own, original, previously unpublished, and previously unproduced work;

(b) The Submission may not contain names of past, current or proposed space missions, nor may a Submission use a name already adopted by any previous, present or planned astronomical observatories (domestic or international), nor may a Submission contain a name that includes terms reserved for ongoing NASA flight programs, (e.g., Explorer, Discovery, Navigator), nor any name under copyright. If an entrant suggests a name for the Mars Science Laboratory Rover after a person, that person must be deceased with no post mortem/privacy right of publicity. Furthermore, any Submission that is considered by Sponsors in their sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry; and

(c) Submissions must meet the following length requirements. Any Submission that exceeds the maximum number of words per school-grade level of entrant will be disqualified:

Grade Level	Not to Exceed:	Submission Type
Kindergarten – Third	50 words	Mail In
Fourth – Seventh	250 words	Mail In (All

		Ages) or Online (Ages 14-18)
Eighth – Twelfth	500 words	Mail In (All Ages) or Online (Ages 14 – 18)/

5. CONTEST SUBMISSION AND WINNER SELECTION: At the conclusion of the Contest Period, and assuming a sufficient number of eligible entries are received, Sponsors or their designees will select a total of thirty (30) Semi-Finalists, ten (10) from each Grade Category ("**Semi-Finalists**"), based on the following criteria: originality of name - 20%; originality and creative quality of essay - 20%; writing ability - 20%; appropriateness and significance of name - 40%. Sponsors or their designees will then review the Semi-Finalists to select a total of nine (9) Finalists, three (3) from each Grade Category ("**Finalists**") based on the above-referenced judging criteria. In the event of a tie, tied entries will be re-judged in accordance with criteria listed above to determine the Finalists.

The Finalists' Submissions (suggested rover name and essay) will be posted on the Website beginning at 12:01 a.m. ET on or about March 22, 2009 and ending on or about 11:59 p.m. on March 29, 2009 for public input in the "Public Poll" section of the Website. The Finalists Submissions will then be submitted to NASA for final selection of one (1) Grand Prize Winner based on the above referenced judging criteria and public input.

The Semi-Finalists, Finalists and Grand Prize winner will be notified by telephone, e-mail, and/or mail using the contact information provided at the time of entry. Sponsors and the Prize Provider shall have no liability for any notification that is lost, intercepted or not received by the potential Semi-Finalist, Finalist or Grand Prize winner for any reason. If any potential Semi-Finalist, Finalist or Grand Prize winner does not respond within the time required by Sponsors and the Prize Provider, or if the notification is returned as unclaimed or undeliverable to any potential Semi-Finalist, Finalist or Grand Prize winner, such potential Semi-Finalist, Finalist or Grand Prize winner will forfeit his or her prize and an alternate may be selected. If any potential Semi-Finalist, Finalist or Grand Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Semi-Finalist, Finalist or Grand Prize winner will be disqualified and the prize and/or status may be awarded to the next highest scoring Submission.

6. PRIZES AND APPROXIMATE RETAIL VALUES:

The following prizes will be provided by Sponsors and the Prize Provider and awarded by Sponsors.

One (1) Grand Prize is available: The Grand Prize consists of a 3-day/2-night trip for winner and up to three (3) family members to Los Angeles, California and transportation related to a visit to the Jet Propulsion Laboratory and Disneyland. The trip includes round trip coach air transportation from gateway airport nearest winner's home and hotel accommodations (2 rooms, double occupancy). Grand Prize Winner will also receive a WALL-E U-Command Robot, a WALL-E T-shirt, a WALL-E Nintendo DS Game, a WALL-E movie poster, and a WALL-E Messenger Bag. Grand Prize Winner's submitted name may be used to name the Mars Science Laboratory rover. NASA has no obligation to use the winning name. At the discretion of the Jet Propulsion Laboratory, the Grand Prize Winner will also have the opportunity to sign his or her name on the Mars Science Laboratory rover. The approximate retail value (“**ARV**”) of the Grand Prize is \$3,400. The Grand Prize winner must travel with his or her parent or legal guardian. The Grand Prize winner’s travel companion(s) must be eighteen (18) years of age or older, or if a travel companion is a minor, the travel companion must be accompanied by his/her parent or legal guardian or travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsors and the Prize Provider in their sole and absolute discretion. Grand Prize winner and his or her travel companion(s) must travel together on the same itinerary and possess all required travel documents, including a valid photo ID, if and as applicable. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. If the closest airport to a prize winner’s home is in close enough proximity to prize destination city so that, as Sponsors or the Prize Provider may determine in their sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation from the Sponsors or the Prize Provider with no further obligation to the winner. Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the Grand Prize ARV in these Official Rules. Sponsors and the Prize

Provider reserve the right to structure the travel route and select hotels in their sole discretion. In the event Grand Prize winner and/or his/her travel companion(s) engages in behavior that (as determined by Sponsors or the Prize Provider in their sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsors and the Prize Provider reserve the right to terminate the trip or other applicable experience early, in whole or in part, and send Grand Prize winner and/or his or her travel companion(s) home with no further compensation.

If Grand Prize winner is unable to participate in the Grand Prize trip during the dates set forth by Sponsors and the Prize Provider, the Grand Prize will be forfeited in its entirety. In the event that the Grand Prize trip does not or cannot take place as scheduled or at all, for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the Grand Prize winner will receive One Hundred Dollars (\$100), and such amount plus the remaining components, if any, of the Grand Prize shall constitute full satisfaction of Sponsors' and the Prize Provider's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded. Excepting the preceding sentence, no cash alternative or prize substitutions will be allowed, except Sponsors and the Prize Provider reserve the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason.

Nine (9) Finalist Prizes are available: Each Finalist Prize consists of a WALL-E U-Command Robot and a WALL-E movie poster, prize valued at \$90.

Thirty (30) Semi-Finalist Prizes are available: Each Semi-Finalist Prize consists of a WALL-E T-shirt and a WALL-E Movie Poster, prize valued at \$35. All Semi-Finalists will also be invited to submit a special message to the future, to be carried on-board a microchip on the Mars Science Laboratory rover, at JPL's discretion.

7. GENERAL RULES: Void where prohibited by law. All federal, state and local laws and regulations apply. Winners may make no substitution or transfer of prize. All federal, state and local taxes are the sole responsibility of winner. Not responsible for lost, late, misdirected, mutilated, incomplete or illegible entries.

The potential Grand Prize winner, must sign an Affidavit of Eligibility certifying that the Submission is the entrant's original work, that the entrant owns the right to the work, that the Submission has not previously won a prize in a national contest nor has been previously published in a national publication, and that the entrant has followed the Official Rules of the contest, along with an Affidavit/Release/Prize Acceptance Form, and their travel companion must sign a Travel Companion Liability/Publicity Release. (collectively, the "**Prize Claim Documents**"). At the Prize Provider's option, the applicable prize will either be awarded in the name of the parent or legal guardian of such winner or potential winner, or the parent or legal guardian of such potential winner will be required to ratify and sign the Prize Claim Documents. If a Grand Prize winner or such winner's parent or legal guardian fails or refuses to sign and return all Prize Claim Documents within seven (7) days of prize notification (or a shorter time if required by exigencies), the Grand Prize winner may be disqualified and an alternate winner may be selected. The Grand Prize winner's travel companion(s) must execute a Travel Companion Liability/Publicity Release prior to ticketing. At the Prize Provider's sole discretion, Semi-Finalists and Finalists may also be required to sign Prize Claim Documents.

The Prize Provider is not responsible if the ability to sign the rover with the winner's name is cancelled or delayed for any reason or if NASA does not use the winner's Submission for the Mars Science Laboratory Rover.

NASA and JPL-Caltech are not responsible if prize provision is cancelled or delayed for any reason.

8. GRANT OF RIGHTS: Each entrant who enters into the Contest hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsors and the Prize Provider, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the Submission for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsors and the Prize Provider shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsors and/or the Prize Provider deem necessary or desirable, and each entrant irrevocably waives any and all so-

called moral rights they may have therein. Each entrant hereby acknowledges that such entrant does not reserve any rights in or to the Submission.

9. PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsors, the Prize Provider, and Finalists of the Contest, each Finalist irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's Submission (suggested rover name and essay), in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with the Submission, the Website, the Contest or other promotions, and hereby releases the Promotion Entities, and their respective successors, assigns and licensees from any liability with respect thereto.

10. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants (and, in the case of minors, their parents or legal guardians) agree that the Sponsors, the Prize Provider and Promotion Entities (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of the prize(s), and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsors and the Prize Provider assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature caused by circumstances beyond its reasonable control. Without limiting the generality of the foregoing, Sponsors and the Prize Provider are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen Submissions, Submission or prize notifications; or, for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to

capture any information. Sponsors and the Prize Provider reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible Submissions are received or Sponsors and the Prize Provider are prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsors' or the Prize Provider's control (each a "**Force Majeure**" event or occurrence), Sponsors or the Prize Provider shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated for Force Majeure before the designated end date, Sponsors may (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsors, in coordination with the Prize Provider as necessary. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Because of the unique nature and scope of the Contest, Sponsors and the Prize Provider reserve the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsors and the Prize Provider make no representation or prediction with respect to the number of entrants.

12. FURTHER DOCUMENTATION: If Sponsors or the Prize Provider shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsors or the Prize Provider may reasonably require in the effect of the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsors' or Prize Provider's request.

13. PRIVACY POLICY: All Submissions will be subject to the "Name NASA's Next Mars Rover" privacy policy, available on the Website.

14. GOVERNING LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between entrant and the Promotion Entities in connection with the Contest shall be governed by and construed in accordance with the internal laws of the United States and the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, country's or jurisdiction's laws.

15. WINNERS LIST/OFFICIAL RULES: To obtain a copy of any legally required winners list, send a self-addressed stamped envelope to: ATTN: Jackie Johnson "Name NASA's Next Mars Rover" Contest; Jet Propulsion Laboratory MS 301-345; 4800 Oak Grove Drive, Pasadena, CA 91109-8099. All such requests must be received by four (4) weeks after the end of the Contest Period. The winners' names will also be posted on <http://marsrovername.jpl.nasa.gov> after April 16, 2009. These Official Rules will be posted on the Website.