

AFFIDAVIT OF ELIGIBILITY and LIABILITY/PUBLICITY RELEASE

State of California)
)
County of Orange)

I, _____, being duly sworn say that I am least 18 years of age, I reside at _____, and my telephone number is (____) _____. I am not employed by Children’s Hospital of Orange County (“CHOC Children’s”) or any of their respective affiliates, divisions or subsidiaries (collectively, the “Sweepstakes Providers”).

I am submitting this Affidavit and Release with the understanding that it will be relied upon to determine my eligibility in the CHOC Children’s “Kids Health Survey” Sweepstakes (the “Sweepstakes”) sponsored by CHOC Children’s (the “Sponsor”).

I affirm and represent that I have read and understand the Official Rules of the Sweepstakes (a true copy of which is attached hereto as Exhibit A and incorporated by reference. I further affirm and represent that I have complied with all the rules and regulations of the Sweepstakes. I state that I have not committed any fraud or deception in entering the Sweepstakes or in claiming any prize. I further state that I am not an employee (or other non-eligible party) of the Sponsor or Sweepstakes Providers or of any other person or entity stated in the Official Rules whose employees are not eligible to enter the Sweepstakes, nor am I a member of the family or living in the same household of any such employee.

I hereby give my consent to Sponsor and Sweepstakes Providers, and those acting under or pursuant to its authority, to use by name, address (city and state only), picture, portrait, likeness, and voice in any and all advertising and promotional materials relating to the Sweepstakes, and similar promotions which may be offered by the Sponsor.

I, on behalf of myself, my heirs, assigns, executors, administrators, and any others who may take by or through me, do hereby waive and release, and agree to hold harmless the Sponsor and Sweepstakes Providers, their parent, subsidiaries, affiliates, distributors, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, from and against, any and all rights, claims and causes of action whatsoever I may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss or damage, whether direct, compensatory, incidental or consequential, to person, including death, and property, arising in whole or in part, directly or indirectly, from my acceptance, possession, use or misuse of the prize in the Sweepstakes, or my participation in the Sweepstakes, or my participation in any Sweepstakes or prize related activity.

I FURTHER UNDERSTAND AND AGREE THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED. SECTION 1542 READS AS FOLLOWS:

1542. CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR

DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I acknowledge that neither the Sponsor, Sweepstakes Providers nor any agency have arranged for or carry any insurance of any kind for my benefit or that of my heirs, executors, assigns or administrators relative to my use or enjoyment of the prize; and that I am solely responsible for obtaining and paying for any life, travel, accident, property or other insurance relative to my use or enjoyment of the prize.

I further acknowledge that I am solely responsible for all taxes which may be due on the prize, and that my winning and accepting of the prize will be reported as may be required by law.

I agree to return or have returned immediately, upon demand, to the Sponsor any prize or the value of said prize which has been awarded to me, if any statement made by me in this Document is or proves to be false.

I HAVE READ, FULLY UNDERSTAND, AND AGREE WITH ALL OF THE ABOVE.

Winner's Signature

EXHIBIT A

OFFICIAL RULES

CHOC CHILDREN'S "Kids Health Survey" ["WE WANT TO HEAR FROM YOU"] SWEEPSTAKES OFFICIAL RULES

1. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES:** The "CHOC Children's Kids Health Survey" Sweepstakes (the "Sweepstakes") is sponsored by Children's Hospital of Orange County dba CHOC Children's, a California non-profit public benefit corporation ("CHOC Children's"), having its principal place of business at 455 S. Main Street, Orange, California 92868. The Sweepstakes entry period begins on April 26, 2010 at 12:01 AM Pacific Time and ends on May 31, 2010 at 11:59 PM Pacific Time (such period, the "Entry Period").

2. **HOW TO ENTER:** Online entries only. To enter the Sweepstakes, visit the Sweepstakes at <http://www.choc.org/kidshealth> (the "Sweepstakes Site") at any time during the Entry Period and follow the instructions. All of the Sweepstakes information will be posted at the Sweepstakes Site throughout the duration of the Sweepstakes. To be eligible to participate, each entrant will be asked to submit an official survey, which may include, among other things, his/her name, address, e-mail address, phone number, age and related registration information as prompted (the "Official Entry Form"). Limit of one entry per person and per household. Duplicate entries from the same e-mail address/person/household will be automatically eliminated without notice to the entrant. Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the e-mail account. Entries must be received by 11:59 PM Pacific Time, on May 31, 2010, according to Sweepstakes Provider's clock. Odds of winning depend on the number of eligible entries received. No entries will be acknowledged or returned.

3. **ELIGIBILITY:** This Sweepstakes is open to individual 18 and older who are legal residents of the State of California (the "Eligibility Area"). Employees, officers, directors and agents (and their immediate families and household members regardless of where they live, or members of the same households (whether related or not)) of CHOC Children's, their respective divisions, affiliates, and subsidiaries (collectively, the "Sweepstakes Providers"), are not eligible to participate in the Sweepstakes or to win any prize. **VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW.** Federal, state and local laws and regulations apply.

4. **PRIZES:** A total of four (4) prizes will be awarded. Prize 1 will consist of one (1) \$100.00 Visa® gift card (the "Prize 1"). Approximate retail value of Prize 1 is One Hundred US Dollars (\$100.00 USD). Prize 2 will consist of one (1) \$100.00 Visa® gift card (the "Prize 2"). Approximate retail value of Prize 2 is One Hundred US Dollars (\$100.00 USD) (the "Prize 2"). Prize 3 will consist of one (1) \$100.00 Visa® gift card (the "Prize 3"). Approximate retail value of Prize 3 is One Hundred US Dollars (\$100.00 USD). Prize 4 will consist of one (1) \$100.00

Visa® gift card (the “Prize 4”). Approximate retail value of Prize 4 is One Hundred US Dollars (\$100.00 USD). [Prize 1, Prize 2, Prize 3 and Prize 4, shall be hereinafter referred to individually and collectively as the “Prize”). The total approximate retail value of all prizes is \$400. Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sweepstakes Providers sole and absolute discretion. Prize (and/or any portion thereof) is nontransferable and non-exchangeable. No substitutions or case redemption of prizes are permitted except that Sweepstakes Providers retain the right to substitute a prize of equal or greater retail value (or at Sweepstakes Providers’ election, the cash value of the applicable prize). Additional restrictions may apply. Travel is not included and any and all expenses not expressly listed here are the responsibility of winner.

5. **PRIZE DRAWING:** Four (4) separate Prize Winners will be randomly selected from all eligible entries received through the Entry Period. The potential Prize Winner(s) (“Selected Entrant”) will be selected in a random drawing from all entries received that are otherwise eligible for the drawing. The drawing will be held on or about June 1, 2010, by e-mail and/or telephone. Failure of the Selected Entrant to respond within a reasonable time frame (but not longer than 24 hours) from such notification referred to above may result in disqualification and the selection of another entrant from among all eligible entries received. By entering the drawing, each entrant agrees to be bound by these Official Rules and the decisions of Sweepstakes Providers. In the event of non-compliance for any reason, including the inability to accept the Prize for any reason, an alternate entrant may be selected. After confirmation of the Prize Winner(s) by Sponsor, each Prize will be mailed to Prize Winner upon receipt by Sponsor of signed Affidavit of Eligibility and Liability/Publicity Release from Prize Winner at facsimile (714) 289-4172.

6. **CONDITIONS, DISCLAIMERS, AND LICENSE:** By entering this Sweepstakes, each entrant agrees to be bound by these Official Rules and by all decisions of Sweepstakes Providers (which decisions are final and binding on all matters relating to the Sweepstakes), and to comply with all federal, state and local laws and regulations. The decisions of Sweepstakes Providers are final on all matters of fact, interpretation, eligibility, procedure and fulfillment. Entries and other submitted materials become the property of CHOC Children’s and/or their promotional partner(s) and will not be acknowledged or returned. The Sweepstakes Providers are not responsible for incomplete, late, lost, or misdirected entries or for any technical malfunction, human error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, tampered with, forged, mechanically reproduced, irregular in any way, or otherwise not in compliance with these Official Rules. The Sweepstakes Providers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished or made available in connection with the Sweepstakes. Although Sweepstakes Providers attempt to ensure the integrity of the Sweepstakes, the Sweepstakes Providers are not responsible for the actions or entrants or other individuals’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. The

Sweepstakes Providers are not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Sweepstakes or downloading materials from or using the Sweepstakes Site. If, for any reason, the Sweepstakes is not capable of running as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sweepstakes Providers, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sweepstakes Providers reserve the right in their sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and to select a Selected Entrant from among all eligible entries received up to the time of such cancellation, termination, modification, or suspension, as applicable. Proof of submitting entry will not be deemed receipt of such entry by Sweepstakes Providers. In the event that there are typographical errors that obscure the original intent of the Sweepstakes, Sweepstakes Providers reserve the right to cancel or modify the Sweepstakes.

All taxes (including without limitation Federal, state and local taxes) in connection with the Prize, and the reporting consequence thereof, are the sole responsibility of the Prize Winners. Prize Winner(s) may be sent a tax form 1099 in the event the average retail value requires Sweepstakes Providers to submit such form. In order to claim the Prize, the Selected Entrant may be required to sign an affidavit of eligibility and compliance with these Official Rules, liability release, publicity release (unless prohibited by law), address verification and other registrations and participation information requested by Sweepstakes Providers (unless prohibited by law), at the discretion of Sweepstakes Providers. Additional information will be mailed to Selected Entrant using the address provided in the entry form. The return of forms or prizes as undeliverable may result in disqualification and selection of an alternate winner, at the sole discretion of Sweepstakes Providers. In no event are Sweepstakes Providers required to contact Selected Entrant more than once.

By entering this Sweepstakes and unless prohibited by law, the Selected Entrant hereby consents to use of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation and the potential winner and guest may be required to provide a signed release acknowledging such consent, unless restricted by law. Moreover, by entering this Sweepstakes, unless prohibited by law, the potential Prize Winner(s) agree to grant to the Sweepstakes Providers, and their licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the Prize Winner(s)'s name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from

time to time by the Sweepstakes Providers in their sole discretion.

7. **CONDUCT:** The Official Rules will be posted at the Sweepstakes Site throughout the Entry Period. By entering and participating in this Sweepstakes, entrants (a) fully and unconditionally agree to be bound by these Official Rules and by all decisions of Sweepstakes Providers (which decisions shall be final and binding in all respects), including without limitation decisions regarding eligibility, prize winners and the interpretation of terms used in these Official Rules; and (b) represents and warrants that all information provided by entrant in connection with the Sweepstakes is true, accurate and complete. Sweepstakes Providers reserve the right, at any time and at their sole discretion, to disqualify and/or deem ineligible to participate in this Sweepstakes or any future sweepstakes or other promotions of CHOC Children's and/or Sweepstakes Providers, any individual they suspect: to be tampering with the entry process or the operation of the Sweepstakes or the Sweepstakes Site; to be acting in violation of the Official Rules or the Sweepstakes Site's terms of service, privacy policy or other terms, conditions or guidelines; to be acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; to have failed to agree to these Official Rules; or to be in violation of these Official Rules. Any attempt by an entrant or any other individual to deliberately damage any internet site or undermine the legitimate operation of the Sweepstakes is a violation of these Official Rules as well as criminal and civil laws. Should Sweepstakes Providers believe or become aware that such an attempt has been, is being, or will be made, Sweepstakes Providers reserve the right to seek remedies and damages from any responsible entrant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation criminal prosecution.
8. **RELEASE AND INDEMNIFICATION:** By entering the Sweepstakes, entrants release and hold the Sweepstakes Providers harmless from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, from the Sweepstakes or participation in any Sweepstakes-related activity (including without limitation the removal from the site of, or discontinuation of access to, any materials), or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.
9. **LIMITATION OF LIABILITY:** In no event will the Sweepstakes Providers be responsible or liable for any damages or losses of any kind, including without limitation direct, indirect, incidental, consequential, or punitive damages, arising out of any access to and/or use of the Sweepstakes Site, the downloading from and/or printing material downloaded from the Sweepstakes Site, the removal from the Sweepstakes Site or, or discontinuation of access to, any materials, or the acceptance, possession, use, or misuse of, or any harm resulting from the acceptance, possession, use or misuse of, or participation in, any prize awarded in connection with the Sweepstakes. **WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SWEEPSTAKES**

SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. GOVERNING LAW: The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of California (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in California and where the relevant contacts are with such state. All applicable federal, state and local laws and regulations apply.

11. MISCELLANEOUS:

(a) Privacy: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and is kept strictly confidential by Sweepstakes Providers. It is not shared with any third parties except Sweepstakes Providers but may be used by CHOC Children’s in future marketing events.

(b) Severability; Heading: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

©Winner: For a list of winners, send a self-addressed stamped envelope after June 2, 2010 to: Winners List, “CHOC Children’s Kids Health Survey” Sweepstakes, CHOC Children’s, c/o Marketing, 455 S. Main Street, Orange, California, 92868.