

THE LUCKY 21

I. CONTEST DESCRIPTION

The Lucky 21 (“Contest”) is a live and Internet-based contest in which comedians (“Comedians”) compete to become “The Luckiest Comedian”. The Contest will consist of the following rounds (more fully described below): Round One, Round Two, the Wildcard Round and the Final Round (each, a “Round”). There are two (2) ways for eligible individuals to enter this Contest: 1) Round One (as described in Section IV) and 2) Wildcard Round (as described in Section VI).

II. ELIGIBILITY

- A. The Contest is open to legal U.S. residents of the 50 United States and the District of Columbia who are eighteen (18) years of age or older. Void where prohibited.
- B. Employees and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in their same households, whether or not related, of The Comedy Festival (“Sponsor”), Home Box Office, Anschutz Entertainment Group, Comcast Interactive Media (“Comcast”), all “The Lucky 21” production staff, participating comedy clubs, advertising agencies or any person or entity connected with the production, administration or judging of this Contest (collectively, “Contest Parties”) are not eligible.

III. GENERAL ENTRY GUIDELINES

For the purpose of these rules, “comedians” may also be referred to as “contestants” and vice versa.

By competing, contestant hereby grants permission for (i) his/her performance in any Round of the Contest (or any portion thereof) (collectively with the Wildcard Entry, the “Performances” and individually each, a “Performance”) to be photographed, filmed, taped or otherwise recorded by Sponsor and/or a Contest representative and (ii) his/her Performance(s) to be used, distributed and exhibited by Sponsor, Comcast and their designees in any and all media, in perpetuity throughout the world for any commercial or non-commercial purpose. Contest Parties are not responsible for any unauthorized third party use of any Performance. Contest Parties do not guarantee the posting of any Performance.

Performance must be the original work of the contestant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If any Performance contains any material or elements that are not owned by the contestant and/or which are subject to the rights of third parties, the contestant is responsible for obtaining, prior to performance/submission of the Performance, any and all releases and consents necessary to permit the use and exhibition of the Performance in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any contestant at any time.

Performances (or any portion thereof) that are inappropriate, obscene, defamatory, violative of the rights of any third party, not in keeping with Sponsor’s image or that are otherwise not in compliance with these Official Rules, as determined by Sponsor and/or

its representatives, will be disqualified. Sponsor reserves the right to disqualify any Performance for any reason, in its sole and absolute discretion.

IV. ROUND ONE:

1. **Round One Entry:** The Comedy Festival will select forty-two (42) comedy clubs (“clubs”) across the United States to host an event, entitled The Lucky 21-Round 1 (hereafter “Round 1 Show”). Each club will host a Round 1 Show on a date determined by such club between July 15, 2007 and August 25, 2007. Each club will select up to twelve (12) comedians who are eligible according to these rules to perform up to five (5) minutes of stand-up in the Show. The eligible comedians selected for the Show will be at each club’s sole discretion. A comedian can only participate in one (1) Show.

2. **Round One Regional Structure:** For the purposes of the Contest, the United States will be divided into seven (7) regions: Northeast, Mid-Atlantic, Southeast, Midwest, North, Southwest & West.
 - The Northeast Region will consist of Maine, Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, and Pennsylvania.
 - The Mid-Atlantic Region will consist of Ohio, Kentucky, West Virginia, Virginia, Delaware, Maryland, The District of Columbia, North Carolina, and South Carolina.
 - The Southeast Region will consist of Tennessee, Arkansas, Louisiana, Mississippi, Alabama, Georgia and Florida.
 - The Midwest Region will consist of Minnesota, Wisconsin, Michigan, Iowa, Missouri, Illinois, and Indiana.
 - The North Region will consist of Idaho, Montana, Wyoming, North Dakota, South Dakota, Nebraska, Utah and Colorado.
 - The Southwest Region will consist of Arizona, New Mexico, Kansas, Oklahoma and Texas.
 - The West Region will consist of Alaska, Washington, Oregon, California, Nevada and Hawaii.

The North Region will have five (5) Round 1 Shows. The Northeast, Mid-Atlantic, Southeast, Midwest, and Southwest Regions will have six (6) Round 1 Shows. The West will have seven (7) Round 1 Shows. Sponsor reserves the right, in its sole discretion, to hold fewer than the stated number of Shows in any Region, for any reason.

3. **The Show:** Each club will designate an official timekeeper (“Timekeeper”). Each comedian’s performance will be filmed by a Contest representative and later posted at www.ziddio.com/thelucky21 for viewing by visitors to the site. A comedian will be given a visual signal when he/she has reached the four (4) minute mark of his/her performance as being gauged by the Timekeeper. A comedian will be given a second visual signal upon reaching the five (5) minute mark. These visual signals will be communicated to the comedians prior to the show. After the last comedian

has performed, the judges will compile their scores. They will fill out a The Lucky 21 – Round 1 Final Score Sheet with the names of all of the comedians with their scores and the average score for each comedian. This will be given to the club representative who will communicate the results to Sponsor. Sponsor or its representatives may disqualify any comedian they feel has failed to comply with these rules, in their discretion.

4. **Regional Semifinalist Determination:** The performance of each comedian will be judged by a panel of judges selected by each club on a ten-point system using *The Lucky 21 – Round 1 Final Score Sheets*. In this ten-point system, a score of 1 will be considered the lowest and a score of 10 will be considered the highest. Judges will consider the following when scoring each comedian: originality, humor and presence. If a comedian's performance time exceeds six (6) minutes, then he/she will be penalized one-half ($\frac{1}{2}$) of a point on each judge's score sheet. Each comedian will be evaluated on an individual basis by each judge. The two (2) comedians from each club with the highest average score will be deemed Regional Semifinalists for their region (subject to verification of eligibility and compliance with the terms of these rules) and advance to the applicable Regional Show (as described below). In the event of a tie, the judges will determine, in their sole discretion, who will advance to the applicable Regional Show. Regional Semifinalists for a Show will be announced at the conclusion of that Show.
5. Eligible individuals who are not selected to perform at a Show, who are not selected as a Regional Semifinalist or do not wish to perform at a Show can enter the Wildcard Round (as described in Section VI) for the opportunity to be selected as the Wildcard Finalist. Regional Semifinalists may also enter the Wildcard Round; however, any Regional Semifinalist who enters the Wildcard Round and is determined to be Regional Finalist (as defined below) will no longer be eligible in the Wildcard Round.

V. ROUND TWO

1. **Round Two Competition:** The Comedy Festival will select seven (7) locations to host Regional Shows on a specified date between August 26, 2007 and October 10, 2007. Regional Semifinalists are responsible for all costs and expenses associated with performing in the applicable Regional Show, including transportation and lodging costs. Failure of any Regional Semifinalist to perform at his/her applicable Regional Show will result in disqualification. If any Regional Semifinalist is disqualified for any reason whatsoever, time permitting, Sponsor may, at its sole discretion, notify a runner-up from the Round 1 Show in which such Regional Semifinalist performed.
2. **Regional Show:** Regional Semifinalists will perform up to five (5) minutes of stand-up during the applicable Regional Show which will be filmed by a designated Contest representative ("Regional Performance"). At each Regional Semifinalist Show, the club will designate a Timekeeper. A Regional Semifinalist will be given a visual signal when he/she has reached the four (4) minute mark of his/her performance as being gauged by the Timekeeper. A Regional Semifinalist will be given a second visual signal upon reaching the five (5) minute mark. These visual signals will be communicated to the Regional Semifinalists prior to the show. If a Regional Semifinalist exceeds six (6) minutes, the Contest representative will stop filming that Regional Semifinalist's Regional Performance. Sponsor or its representative may disqualify any Regional Semifinalist they feel has failed to comply with these rules, in their discretion.

3. **Regional Finalist Determination:** Regional Performances for each region will be posted at www.ziddio.com/thelucky21 for voting by visitors to the website. See the chart below for dates of each region's "Online Judging Period". Visitors will be able to view each Regional Performance and vote for their favorite performer. Visitors will only be allowed to vote one (1) time per session. Multiple votes received from any visitor in any single session will be void. For the purpose of this Contest, a session is a visit to the website in a single instance of a web browser (i.e., closing and restarting of a web browser and navigating to website again constitutes a new session). Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting system will also be void. Regional Semifinalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. Regional Semifinalists will only be competing against the other Regional Semifinalists in their region. The three (3) Regional Semifinalists with the highest number of votes in each region (excluding the North Region) at the conclusion of the Online Judging Period, as determined by Sponsor in its sole discretion, will be deemed "Regional Finalists" (subject to verification of eligibility and compliance with the terms of these rules) and advance to the Final Round. The two (2) Regional Semifinalists with the highest number of votes in the North Region at the conclusion of the Online Judging Period, as determined by Sponsor in its sole discretion, will be deemed "Regional Finalists" (subject to verification of eligibility and compliance with the terms of these rules) and advance to the Final Round. In the event of any tie in any region, the Sponsor will determine, in its sole discretion, who among those tied will be deemed a Regional Finalist. A total of twenty (20) potential Regional Finalists will be determined in Round Two. Note: Regional Semifinalists who were not selected as Regional Finalists can enter the Wildcard Round for the opportunity to be selected as the Wildcard Finalist. Released Parties are not responsible for any Regional Performances that do not receive votes, for any reason.

Round Two Online Voting Period Chart

REGION	REGIONAL SHOW DATE	ONLINE VOTING PERIOD STARTS AT 10:00:00 A.M. ET ON	ONLINE VOTING PERIOD ENDS AT 11:59:59 P.M. ET ON
Northeast	August 30, 2007	September 3, 2007	September 9, 2007
Mid-Atlantic	September 4, 2007	September 10, 2007	September 16, 2007
Southeast	September 11, 2007	September 17, 2007	September 23, 2007
Midwest	September 18, 2007	September 24, 2007	September 30, 2007
North	September 25, 2007	October 1, 2007	October 7, 2007
Southwest	October 2, 1007	October 8, 2007	October 14, 2007

West	October 9, 2007	October 15, 2007	October 21, 2007
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4. **Regional Finalist Notification/Verification:** Potential Regional Finalists will be notified by mail, telephone and/or email no later than October 23, 2007 and required to execute and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. A background check may be conducted on any potential Regional Finalist. At the discretion of the Sponsor, a potential Regional Finalist may be disqualified for any of the following: if charged with or convicted of a felony or misdemeanor, is not eligible based on the eligibility requirements set forth above, or if delinquent on a government ordered payment, such as but not limited to: child support, spousal support, alimony, tax payments, etc. In the event it is determined that a potential Regional Finalist has not complied with these Official Rules, or has failed to execute and return any required documents within the specified time period, has made false statements or any notification is returned as undeliverable, then such potential Regional Finalist will be disqualified. If a Regional Finalist is disqualified for any reason, at Sponsor's discretion, the Regional Semifinalist for the region at issue with the next highest score may be declared the alternate Regional Finalist. Each Regional Finalist will receive the Finalist Prize (as described in Section VIII).

VI. WILDCARD ROUND

1. **Wildcard Round Entry:** Between 10:00 a.m. ET on August 30, 2007 and 11:59 p.m. ET on October 22, 2007, eligible individuals may enter the Contest for the opportunity to be selected as the Wildcard Finalist at www.ziddio.com/thelucky21 by following the directions provide to submit a video ("Wildcard Entry").

2. **Entry Requirements:** Video file must be 100MB or smaller and in .mov (QuickTime), .mpg (MPEG), .mp4 (MPEG-4), .wmv (Windows Media) or .avi (AVI) .3gp or .3g2 file format. There is no limit on the number of entries any contestant can submit; however each entry must be substantially different from any other entry submitted by such contestant and comply with all requirements specified in these Official Rules. All entries must be received by 11:59 p.m. ET on October 22, 2007. For purposes of these Official Rules, "receipt" of an Entry occurs when Sponsor's servers record the Entry information resulting from contestant clicking the "Submit Entry" button. Any automated computer receipt (such as one confirming delivery of Entry) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. In addition to a contestant's Wildcard Entry, Sponsor reserves the right to post sample videos on www.ziddio.com/thelucky21 it has created in connection with the Contest that will enable a contestant to get an idea as to the nature of submissions Sponsor is seeking. These samples videos will not be included in the judging.

3. **Wildcard Finalist Determination:** There will be two (2) rounds of judging: Round 1: Between 10:00 a.m. ET on August 30, 2007 and 1:59 p.m. ET on October 24, 2007 ("Wildcard Rating Period"), registered members of www.ziddio.com will have the opportunity to view and rate all eligible Wildcard Entries. All ratings must be received by October 24, 2007 at 1:59 p.m. ET. Registered members will only be allowed to rate each Wildcard Entry once during the Wildcard Rating Period. Multiple ratings received from any registered members for any Wildcard Entry will be void. Ratings generated by

script, macro or other automated means or with the intent to impair the integrity of the rating process, as determined by Sponsor in its sole discretion, will be void. Wildcard entrants are prohibited from obtaining ratings by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. All eligible Wildcard Entries will also be judged by representatives of Sponsor based on equally on the following criteria: originality, humor and presence. The six (6) top-rated Wildcard Entries at the end of the Wildcard Rating Period and the six (6) top scoring Wildcard Entries as determined by a panel of judges (from the entire remaining pool of eligible Wildcard Entries) will advance to Round 2 of the Wildcard Round ("Wildcard Semifinalists"). In the event of a tie in public rating, the tied Wildcard Entries will be judged by a panel of judges to determine which tied Wildcard Entry or Wildcard Entries (as applicable) will advance to Round 2. Sponsor reserves the right to advance fewer than twelve (12) Wildcard Semifinalists to Round 2 if, in its sole discretion, it does not receive a sufficient number of eligible and/or qualified Wildcard Entries. Released Parties are not responsible for any Wildcard Entries that are not rated, for any reason. Released Parties are not responsible for any Wildcard Entries that are not rated, for any reason. Round 2: Wildcard Semifinalists will be posted at www.ziddio.com/thelucky21 between 10:00 a.m. ET on October 26, 2007 and 11:59 p.m. on November 1, 2007 ("Wildcard Online Judging Period") for voting by visitors to the website. Visitors will be able to view each Wildcard Semifinalist's Wildcard Entry and vote for their favorite performer. Visitors will only be allowed to vote one (1) time per session. Multiple votes received from any visitor in any single session will be void. For the purpose of this Contest, a session is a visit to the website in a single instance of a web browser (i.e., closing and restarting of a web browser and navigating to website again constitutes a new session). Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting system will also be void. Wildcard Semifinalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. The Wildcard Semifinalist with the highest number of votes at the conclusion of the Wildcard Online Judging Period, as determined by Sponsor in its sole discretion, will be deemed the "Wildcard Finalist" (subject to verification of eligibility and compliance with the terms of these rules) and advance to the Final Round. In the event of any tie, the Sponsor will determine, in its sole discretion, who among those tied will be deemed the Wildcard Finalist.

4. **Wildcard Semi-Finalist Notification/Verification:** Wildcard Semifinalists will be notified by mail, telephone and/or email on or about October 26, 2007 and required to execute and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within five (5) days of date printed on notification or he/she may be disqualified. A background check may be conducted on a Wildcard Semifinalist. At the discretion of the Sponsor, a Wildcard Semifinalist may be disqualified for any of the following: if charged with or convicted of a felony or misdemeanor, is not eligible based on the eligibility requirements set forth above, or if delinquent on a government ordered payment, such as but not limited to: child support, spousal support, alimony, tax payments, etc. In the event it is determined that Wildcard Semifinalist has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or any notification is returned as undeliverable, then the potential Wildcard Semifinalist will be disqualified.

5. **Wildcard Finalist Notification/Verification:** Potential Wildcard Finalist will be notified on or about November 2, 2007 by telephone. If Sponsor is unable to contact potential Wildcard Finalist within a twenty-four (24) hour period or is not in compliance with these Official Rules, he/she will be disqualified. If the potential Wildcard Finalist is disqualified for any reason, at Sponsor's discretion, the Wildcard Semifinalist with the next highest number of votes, as determined by Sponsor in its sole discretion, may be declared the alternate Wildcard Finalist.

IV. FINAL ROUND

1. **Final Round Competition:** The Final Round will be conducted at The Comedy Festival at Caesars Palace in Las Vegas from Wednesday, November 14, 2007 until Saturday, November 17, 2007. Failure of any Regional Finalist or the Wildcard Finalist (collectively, the "Finalists") to perform will result in disqualification.

2. **Final Show:** Finalists will perform up to seven (7) minutes of stand-up during the Final Show which will be filmed by a designated Contest representative ("Final Performance"). The club will designate a Timekeeper. A Finalist will be given a visual signal when he/she has reached the six (6) minute mark of his/her performance as being gauged by the Timekeeper. A Finalist will be given a second visual signal upon reaching the seven (7) minute mark. These visual signals will be communicated to the Finalists prior to the show. Sponsor and its representatives may disqualify any Finalist they feel has failed to comply with these rules, in their discretion.

3. **Winner Determination:** Final Performances will be posted at www.ziddio.com/thelucky21 from 10:00 a.m. ET on November 21, 2007 through 11:59 p.m. ET on December 5, 2007 ("Final Online Judging Period"). Visitors will be able to view each Final Performance and vote for their favorite performer. Visitors will only be allowed to vote one (1) time per session. Multiple votes received from any visitor in any single session will be void. For the purpose of this Contest, a session is a visit to the website in a single instance of a web browser (i.e., closing and restarting of a web browser and navigating to website again constitutes a new session). Votes generated by script, macro or other automated means or with the intent to impair the integrity of the voting system will also be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion. The Finalist who submitted the Final Performance with the highest number of votes at the conclusion of the Final Online Judging Period, as determined by Sponsor in its sole discretion, will be deemed the "Winner" and the "The Luckiest Comedian" and receive the Grand Prize (as described in Section VIII), subject to verification of eligibility and compliance with the terms of these rules. In the event of a tie, the Sponsor will determine, in its sole discretion, who among those tied will be deemed the Winner. Released Parties are not responsible for any Final Performances that are not rated, for any reason.

4. **Winner Notification:** Potential Winner will be notified by mail, telephone and/or email on or about December 6, 2007. Potential Winner, at discretion of Sponsor, may be required to execute an additional Affidavit/Release as well as any other documents which may be required by Sponsor or prize supplier, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. In the event it is determined that potential Winner has not complied with these Official Rules, has failed to execute and return any required documents within the specified time period, has made false statements or any notification is returned as

undeliverable, then the potential Winner will be disqualified. If potential Winner is disqualified for any reason, at Sponsor's discretion, the Finalist with the next highest score, as determined by Sponsor in its sole discretion, may be declared the alternate Winner.

VIII. PRIZES

1. **Grand Prize:** Winner will have the opportunity to meet with network and industry executives selected by Sponsor, participate in a television appearance and receive \$10,000 cash (Approximate Retail Value ("ARV") of prize package: \$10,000). If, for whatever reason, Sponsor is unable to provide any prize element, no compensation or substitution will be provided; however, remainder of prize package will be awarded and Sponsor will have no further obligation to Winner.

2. **Finalist Prize (21):** Each Finalist will receive a trip to The Comedy Festival at Caesars Palace in Las Vegas from Wednesday, November 14, 2007 until Saturday, November 17, 2007. A Finalist must be available to travel on the dates specified here or his/her place as a Finalist will be forfeited and, at Sponsor's discretion and time permitting, the applicable runner-up may be notified. Trip includes round-trip coach class air transportation from the major U.S. gateway airport nearest Finalist's residence (as determined by Sponsor) to Las Vegas and four (4) nights' standard hotel accommodations at Caesars Palace (one (1) room) (ARV: \$2,500 each). Actual value may vary based on winner's residence and time between booking and trip dates. Any difference between the stated value and the actual value will not be awarded. If any Finalist resides within a 100 mile radius of Las Vegas, ground transportation may be provided in lieu of ground transportation and no compensation or substitution will be provided for difference in prize value. Finalists are responsible for obtaining all required travel documents. Travel arrangements must be made through Sponsor's agent and on a carrier of Sponsor's choice. Finalists are responsible for all costs and expenses associated with prize acceptance and use not specified herein as being provided, including, but not limited to, ground transportation, meals and souvenirs. Certain travel restrictions may apply.

3. **General Prize Restrictions/Conditions:** Finalists/Winner are responsible for all federal, state and local taxes and other costs and expenses arising out of participation in the Contest or the receipt and use of any prize not specified herein as being provided. Prizes are not transferable, substitutable or redeemable for cash except by Sponsor who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. All prize details are at Sponsor's sole discretion.

IX. GENERAL CONDITIONS

Participating in this Contest constitutes permission (except where prohibited by law) to use contestant's name, video, hometown, likeness, voice, Performance and photograph (all at Contest Parties' discretion) for future advertising, publicity or other purposes in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Contest Parties, Harrah's, Caesars Palace, Time Warner, participating cable networks, and their respective parents, affiliates, subsidiaries and divisions, and their respective officers, directors, agents, representatives and employees (collectively, "Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Performances; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Contest-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or

software failures, phone lines, failure of any Performance to be filmed or to be received by Sponsor or Comcast on account of technical problems, traffic, congestion on the internet or the website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an contestant's ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of Performances, the taping of Performances, the tabulating of scores or in any Contest-related materials. Performances generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or terminate the Contest (or any portion thereof) in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest and, if terminated, at Sponsor's discretion, determine the Regional Semifinalists, Regional Finalists, Wildcard Finalist or Winner (as applicable) using all non-suspect, eligible Performances received up to time of cancellation using the judging procedure outlined above. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Contest or website, intending to annoy, abuse, threaten or harass any other contestant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules and void all associated Performances. CAUTION: Any attempt by a contestant to deliberately damage any website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such contestant to the fullest extent permitted by law and to disqualify such contestant from the Contest.

ASSIGNMENT OF RIGHTS: Contestant hereby acknowledges that he/she shall retain ownership of the material contained in any Performance (but excluding any photograph, videotape and recording of such Performance by a Sponsor representative) and irrevocably and exclusively grants to Sponsor, Comcast and their respective designees, licensees and assigns a non-exclusive, world-wide, royalty-free, non-revocable, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and display and perform publicly any Performance (or any portion thereof) throughout the universe in perpetuity in any media now known or later developed.

By submitting a Performance, contestant acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such Performances may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and waive any and all claims contestant may have had, may have, and/or may have in the future, that any composition, video and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Performance. Contestant (or, if an eligible minor, his/her parent or legal guardian) acknowledges and agrees that the Sponsor does not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to contestant's Performance.

MISCELLANEOUS CONDITIONS: By participating in the Contest, contestants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Contest Parties and judges, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify any person it believes has

intentionally violated these Official Rules. Contest subject to all applicable federal, state and local laws and regulations.

RELEASES: By entering the Contest, contestants agree to release and hold harmless the Released Parties from any and all claims, liability or damage, including, without limitation, liability for death or personal injury, caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest (including any travel or activity related thereto), the administration of the Contest, the operation of the website or Released Parties' use of any of the rights granted herein. Released Parties assume no responsibility for the conduct of any contestant or the responses of anyone appearing in any Performance.

ARBITRATION AND CHOICE OF LAW: Except where prohibited by law, as a condition of participating in this Contest, contestant (or, if an eligible minor, his/her parent or legal guardian) agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the contestant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will contestant be permitted to obtain awards for, and contestant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than contestant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and contestant (or, if an eligible minor, his/her parent or legal guardian) further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA without regard to New York choice of law rules.

WINNERS LIST: If you would like a copy of The Lucky 21 (available after December 15, 2007), please send a self-addressed stamped envelope by September 1 2007 to: The Lucky 21 Winners List, c/o Comcast Interactive Media, 1500 Market Street, Philadelphia, PA 19102, Atten: Ziddio/The Lucky 21 Winners.

SPONSOR: The Comedy Festival, 2500 Broadway, Santa Monica, CA 90404.