

CONTEST RULES FOR GEORGES ST-PIERRE COSTUME PHOTO CONTEST

Term

The Georges St-Pierre costume photo contest ("Contest") begins 10:00pm on Monday, November 2, 2009, Eastern Standard Time ("Contest Beginning") and ends 11:59 p.m. on Sunday, November 8, 2009, Pacific Time ("Contest End"). The following information on how to enter and prizes form the official rules ("Official Rules") for the Contest. By submitting an entry, each entrant agrees to the Official Rules and warrants that his/her entry complies with all requirements set out in the Official Rules. This is a skill-based contest, and chance plays no part in the determination of winners.

Who May Enter

Contest is open only to legal residents of the United States and the District of Columbia and Canada who have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of GSP Holdings, LP, GSP Holdings, LLC and Strategic Leadership Services, Inc., and their respective subsidiaries and affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses) or persons living in the same households of such employees, whether or not related, are not eligible. Entrants must be registered members of GSPFightClub.com. CONTEST IS VOID WHERE REGULATED OR PROHIBITED.

How to Enter

Registered members must visit www.GSPFightClub.com and post a comment to the Tribute post labeled "GSP Costume Contest Entry Details". A posted comment that includes a photograph of the GSP Costume shall be considered an official entry. Incomplete entries are subject to disqualification. Multiple entries are permitted.

Each entry must comply with the following requirements ("Photograph Requirements"):

Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry. The photograph need not be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. All digital files must be 5 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image).

The photograph, in its entirety, must be a single original work taken by the Contest entrant. By entering the Contest, entrant represents, acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

The photograph must not, in the sole and unfettered discretion of the Sponsor (as hereinafter defined), contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. The photograph must not contain any logos, trademarks or intellectual property of any third party, including Zuffa, LLC, d/b/a the "Ultimate Fighting Championship" or "UFC."

Entries will be judged in accordance with the Judging Criteria, as defined below. All entries must be submitted and received between the Contest Beginning and the Contest End. Proof of submission of an entry is not proof of receipt of that entry. Entries must be made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to examine the original photograph/source material in order to confirm compliance with these rules.

Release

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons (other than the entrant) appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the unlimited and unrestricted exhibition and use of the photograph without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

By submitting an entry, each entrant thereby grants to GSP Holdings, LP ("Sponsor"), and its affiliates and licenses, the unrestricted, perpetual, worldwide rights to: (1) to copyright the photograph in Sponsor's name or the name of its affiliates,

licenses or any third party; (2) edit, crop, alter or otherwise manipulate the photograph; and (3) use and re-use, publish and re-publish the photograph, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium now or hereafter known, for editorial, commercial, promotional, and/or trade purposes.

By submitting an entry, entrant waives any right to inspect or approve any copy that is used in connection with the photograph and releases and discharges the Sponsor, its affiliates and licensees from any and all claims arising out of use by the Sponsor, its affiliates and licensees, of the photograph for any purpose.

Upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days after receipt of Sponsor's request) a signed release from all persons who appear in the photograph submitted (other than the entrant), and/or from the owner of any material that appears in the photograph entry, authorizing Sponsor and its licensees (singularly "Authorized Party" or collectively "Authorized Parties") to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days after receipt of Sponsor's request) a signed written license from the copyright owner of any costume, sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide (within seven calendar days of receipt of Sponsor's request) a signed written license from the owner of any private property included in the photograph entry, authorizing any Authorized Party to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All releases must be in the form provided by Sponsor. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

For the purposes of these Official Rules, the entrant will be deemed to be in receipt of Sponsor's request or notification, (a) in the event that Sponsor sends the request by postal mail, five business days after the request was sent by Sponsor, or (b) in the event that Sponsor sends the request by email, on the day that the email was sent by Sponsor.

Contest Prizes

There will be one prize. The winner will each receive a Georges St-Pierre autographed karate gi (gi), with an approximate retail value of \$500.00 (US currency). The prize is nontransferable, and no cash alternative is available.

Potential winners may be required to sign and return within 10 days of receipt of Sponsor's request and notification such documents as requested by Sponsor in its sole discretion, including, an affidavit, declaration/certificate of eligibility, liability release, publicity release, warranty of ownership and license, in which the entrant warrants that he/she is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to Sponsor and its licensees the irrevocable perpetual, exclusive license to reproduce, distribute, display, and create derivative works of the entry in connection with the Contest and promotion of the Contest without additional compensation. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Contest, and selection of an alternate potential winner.

No prize transfer, assignment, or substitution by winners permitted. If a prize (or part of a prize) is unavailable, the Sponsor, in its discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize to the equal monetary value and/or specification, unless to do so would be prohibited by law. **NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER.**

Judging

One or more judges ("Judges") will select the winner from among all eligible entries based on the following equally weighted criteria ("Judging Criteria"): (a) Creativity and (b) Resemblance to Georges St-Pierre. The Judges will select a Winner based on the judging criteria. In the event of a tie, the tied entries will be resubmitted to the Judges for a rejudging between the tied entries alone. Winners will be chosen on or around Monday, November 9, 2009, and notified by mail or email. Decisions of the judges are final and binding.

License

By entering the Contest, all entrants grant an irrevocable perpetual, exclusive license to the Authorized Parties, to reproduce, distribute, display, and create derivative works of the entries in connection with the Contest and promotion of the Contest, in any media now or hereafter known, including online highlighting entries or winners of the Contest. Entrants consent to the Authorized Parties doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries. Display or publication of any entry on an Authorized Party's website does not indicate the entrant will be selected as a winner. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering, each entrant grants to Authorized Parties the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Limitation of Liability

By entering this Contest, all entrants agree to release, discharge, and hold Georges St-Pierre, GSP Holdings, LP, Strategic Leadership Services, Inc. and Shari L. Spencer, and their respective partners, affiliates, subsidiaries, agents, partners, managers, employees and representatives, from any claims, losses, and damages arising out of the entrant's participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. The Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

Conditions

THIS CONTEST IS VOID WHERE REGULATED OR PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of Nevada and the forum for any dispute shall be Clark County, Nevada, U.S.A. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries void if the Sponsor determines the photograph to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

By entering, entrants also agree: (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins that Sponsor may use the winning photographs and each winner's name, photograph, submission, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited or regulated by law). All federal, state/provincial/territorial, and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize winners. If the selected winner(s) of any prize is/are ineligible, cannot be traced or does/do not respond within 10 days to a winner notification as required by the "Contest Prizes" Rules above, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

Right to Cancel or Suspend Contest

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsor elects to cancel or terminate the Contest, Sponsor will not retain any rights in the submitted photographs.

Winners List

Entrants are responsible for complying with these Official Rules. Winners' names will be available online at www.GSPFightClub.com, after Monday, November 9, 2009.

Data Privacy

All entries are governed by the www.gspfightclub.com terms of use and privacy policy.