

**2009 LIFETIME PRODUCTS
SPIRITED FUNDRAISER GRANTS PROGRAM
TERMS AND CONDITIONS**

NO PURCHASE NECESSARY TO APPLY FOR THE 2009 LIFETIME PRODUCTS SPIRITED FUNDRAISER GRANTS PROGRAM. A PURCHASE WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. ELIGIBILITY: APPLICANTS MUST BE LEGAL RESIDENTS OF ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA (U.S.) AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY AND EMPLOYED BY THE ORGANIZATION ON BEHALF OF WHICH HE/SHE IS APPLYING.**
An applicant may only apply for the Grant (as defined below) on behalf of a religious organization registered on the date the application is made as a 501(c)(3) non-profit organization (“Organization”) as assigned by the Internal Revenue Service and located within the U.S. The determination of whether an Organization qualifies as a religious, non-profit 501(c)(3) organization shall be made under the supervision of Hunter Public Relations (“Administrator”) whose decisions shall be final and binding in all matters relating to the Lifetime Products Spirited Fundraiser Grants Program (the “Grants Program”). Employees of Lifetime Products, Inc. (“Sponsor” or “Lifetime”) and Administrator, competitors of Lifetime, and its and their distributors and retailers, affiliates, subsidiaries, franchises, agents, advertising and promotion agencies and fulfillment companies and the immediate family members of each (parents, children, siblings, spouse) and members of their same households (whether related or not) are not eligible to apply. Odds of winning a Grant for the Organization depend on the number of eligible entries received. The Grants Program is subject to all applicable federal, state and local laws and regulations.
- 2. SPONSOR:** Lifetime Products, Inc., Freeport Center, Bldg. D-11, Clearfield, Utah 84016.
- 3. HOW TO APPLY:** The Grants Program begins at 12:00:01 AM Eastern Time (“ET”) on Friday, July 10, 2009 and ends at 11:59:59 PM ET on Friday, October 30, 2009. Sponsor’s computer is the official time-keeping device for the Grants Program. Individuals who apply for the Grants Program will be deemed the “Applicant” applying for a Grant on behalf of an Organization. Applicants will be required to submit the following:
 - A) Applicant’s complete name, postal address, telephone number, date of birth, e-mail address, and the name, postal address and telephone number of the Organization on whose behalf Applicant is applying;
 - B) An essay, with a maximum of 300 words, detailing the following:
 - i) A description of the Organization’s best and/or most unique fundraising tactic,
 - ii) the time and date of the fundraiser where such fundraising tactic was used,
 - iii) the original monetary goal for such fundraiser, how much monetary funds were raised at such fundraiser, what the monetary funds were used for, and
 - iv) why Applicant and/or the Organization believes such fundraiser was a success.
 - C) *OPTIONAL:* Up to five (5) photos of the fundraiser described in the essay. All digital photographs must be in JPEG or PDF format and cannot exceed 300 dpi (dots per inch) or 1 MB (megabyte) for e-mail purposes. Total e-mail attachments cannot exceed 5 MB upon arrival. Photo prints submitted by mail will not be returned.

The essay, photographs, if applicable, and any other materials submitted in connection with the Grants Program shall hereinafter be referred to collectively as the “Entry.” All Entry materials must be submitted together and any materials submitted thereafter will not be accepted.

Completed entries can be submitted via one of three methods:

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| Mail: | Spirited Fundraiser Grants Program
c/o Hunter Public Relations
41 Madison Avenue, 5th Floor
New York, NY 10010 |
| E-mail: | spiritedfundraiser@hunterpr.com. Written submissions sent via e-mail must be included in the body of the e-mail, <u>not</u> in a separate attachment. |
| Fax: | 212-679-6607, Attn: Spirited Fundraiser Grants Program |

Entries sent by any method other than those listed above will not be considered. To qualify, mail-in entries must be postmarked by Friday, October 30, 2009 and received no later than Friday, November 6, 2009. E-mail and fax entries must be received no later than 11:59:59 PM ET on Friday, October 30, 2009. Entries received after the stated deadlines will not be accepted. Limit one Entry per Organization and Applicant. In the event the same Entry is submitted more than once, the first Entry received will be eligible and all duplicate Entries will be disqualified. In the event that more than one Entry is received from the same Applicant, e-mail address or postal address or more than one Entry is received in regard to the same Organization, only the first Entry received will be eligible. An Applicant's Entry will be disqualified if his/her essay exceeds the 300-word limit. The 300-word limit does not include contact information. All Entry materials (e.g., essay and photos, if applicable) become the property of Sponsor and will not be acknowledged or returned. All Entries must be original, executed (written and created) solely by Applicant and must not have been published previously, or be subject to any restriction or limitation on the right to submit any portion of the Entry. Entries cannot defame or invade publicity or privacy rights of any person, living or deceased, or of Sponsor, or otherwise infringe upon any person's personal or proprietary rights.

Submission of an Entry, including but not limited to photographs, grants Sponsor and its agents the royalty-free, irrevocable, worldwide right to use, re-use, copy, publish, republish, adapt, edit, add to, modify, and rearrange such Entry, in whole or in part, in any media, now known or hereafter devised, for any purpose, including without limitation, for use in the advertising and promotion of the Grants Program, Sponsor and/or Sponsor's products, without permission, consideration or notice to Applicant or the Organization, except where prohibited by law. By applying, all Applicants consent to the use of his/her name, likeness, and/or Entry (and any accompanying materials), in all forms of media now known or hereafter devised for advertising, promotional and/or publicity purposes, without notice, compensation or other consideration by Sponsor, except where prohibited by law. Applicants and/or members of the Organizations who are awarded a Grant agree to participate in scheduled public relations/media activities (e.g., media interviews, media appearances) both on behalf of Lifetime and related to the Grants Program upon request.

4. **JUDGING:** Entries will be reviewed by independent judge(s) whose decisions in all matters relating to the Grants Program will be final and binding and not open to appeal. Entries will be evaluated and seven (7) potential winners will be selected by the independent judge(s) based on the following criteria: (a) the creativity and/or uniqueness of the fundraiser (50%), (b) the success of the fundraiser in helping meet the Organization's financial goals (25%), and (c) whether all four (4) points (Paragraph 3.B.i-iv) are addressed in the essay (25%). In the event of a tie, the Entry with the higher score in the creativity and/or uniqueness of the fundraiser category will be deemed the winner. If necessary to resolve a further tie, the winner will be the Entry with the higher score in following category: the success of the fundraiser in helping meet the Organization's financial goals.
5. **GRANTS:** Total Approximate Retail Value (ARV): \$14,700. ARV of each Grant: \$2,100. Grants are subject to the restrictions set forth in these Terms and Conditions.

Seven (7) Grants: \$1,000 check made payable to the Organization listed on the winning Entry plus four (4) Lifetime six-foot banquet tables (ARV: \$125/table) and sixteen (16) folding chairs (ARV: \$37.50/chair) for the Organization. The \$1,000 check together with the tables and chairs shall be referred to as a "Grant." No substitution, assignment, or transfer of a Grant, in whole or in part, permitted except by Sponsor in its sole discretion. In such cases, Sponsor may substitute a prize of equal or greater value. All federal, state, and local taxes on Grants are the sole responsibility of the winning Organizations. All federal, state and local laws and regulations apply. Without limiting anything set out elsewhere in these Terms and Conditions, acceptance of a Grant, in whole or in part, constitutes permission to use Applicant's name and/or likeness, and Entry and the Organization's name, image and biographical information in all forms of media (now known or hereafter devised) for any purpose, including but not limited to advertising, promotional and/or publicity purposes, without additional compensation, except where prohibited by law.

6. **CLAIMING GRANT/RELEASE:** The seven (7) potential winners will be notified by telephone, e-mail, and/or mail on or before November 20, 2009. As a condition of claiming the Grant, each Applicant will be required to complete, sign and return an Affidavit of Eligibility and Liability and Publicity Release within ten (10) business days of delivery to Applicant's address (using the information provided at the time of submission). Non-compliance within this time period may result in disqualification and the selection of an alternate Entry based upon the judging criteria outlined in Paragraph 4 above. Any Applicant notification returned to Sponsor as undeliverable may result in disqualification and the selection of an alternate Entry. Correspondence will not be acknowledged.

An Organization will not receive any portion of the Grant until a Grant Agreement Letter, a Release of Liability and Publicity Consent form supplied by Sponsor directly to the Organization has been signed by an authorized representative of the Organization and returned to Sponsor together with the Organizations 501(c)(3) documentation.

The Grant Agreement letter will, among other things, certify that the details set forth Entry are accurate and bind the Organization to the terms and conditions set forth in the Grant Agreement letter. The Publicity Consent form will grant Sponsor, its agents and representatives the right to use the name, image and biographical information of the Organization, as well as the Entry, for advertising, public relations and promotional purposes in all forms of media now known or hereinafter devised (including but not limited to the Internet) without notice, compensation, or other consideration by Sponsor, except where prohibited by law.

- 7. GENERAL CONDITIONS:** This Grants Program is governed by the laws of the state of New York. By participating in the Grants Program and/or accepting a Grant, each of Applicant and Organization agree (I) to be bound by and abide by these Terms and Conditions and by all decisions of Sponsor, Administrator and the judge(s), whose decisions are final and not open to appeal; (II) on behalf of themselves, their executors, successors and assigns, to release and hold harmless Sponsor, Administrator, and its and their respective directors, officers, employees, subsidiaries, affiliates, agents, suppliers, divisions, agencies, licensors and advertising and promotional agencies, fulfillment companies and/or judging agencies and any and all suppliers ("Released Parties"), from any and all liability whatsoever in connection with the Grants Program, including without limitation causes of action, injury, damage, liabilities, suits, cross-claims, counterclaims or any other claims arising out of or relating to participation in the Grants Program, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY, including but not limited to, third party claims that may be made against an Applicant or an Organization, and claims arising out of or relating to acceptance, receipt, possession or use/misuse of any Grant, or any publicity or other public exposure of Applicants, including without limitation, claims concerning infringement or invasion of Applicant's privacy or publicity rights, or defamation, or acts undertaken in preparation for or participation in the Grants Program; (III) to assume all risks, express or implied, associated with all claims released above, including without limitation, all risks concerning application for and participation in the Grants Program; (IV) THAT NEITHER SPONSOR, NOR ANY OF THE FOREGOING ENTITIES HAVE MADE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, EXPRESSED OR IMPLIED, RELATIVE TO ANY GRANT, INCLUDING, BUT NOT LIMITED TO, ITS QUALITY OR FITNESS OR MERCHANTABILITY, AND ALL GRANTS/PRIZES ARE TENDERED TO ORGANIZATIONS ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY GRANTS PROGRAM MATERIALS; and (V) to the use of the Applicant and Organization's name, likeness/image and Entry for editorial, advertising and promotional purposes in any and all media (now known or hereafter devised) without compensation unless prohibited by law. Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Grants Program if the Grants Program cannot be run as originally planned for any reason including, but not limited to, as the result of tampering or infection by computer virus, non-authorized human intervention or other causes beyond the control of Sponsor. If, in the judgment of Sponsor, the Grants Program is compromised as set forth herein, Sponsor reserves the right to conduct the Grants Program from among all eligible Entries received, if any, prior to the date on which the event that compromised the Grants Program occurred.

Sponsor is not responsible for typographical errors, omitted details or any other errors submitted by Applicants. Sponsor will not be responsible for technical malfunctions, inability to access the Site or for lost, late, scrambled, jumbled, destroyed, delayed, misaddressed or otherwise misdirected, postage due, mutilated, stolen, or delayed Entries and Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delays in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor will not be responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failures in transmission of Entries or other problems (whether due to technical problems, human error or traffic congestion (or any combination thereof)), including any injury or damage to an Applicant's or any other person's computer arising out of, relating to or resulting from this Grants Program, including, without limitation, downloading any materials in the Grants Program.

Failure to comply with the Terms and Conditions will result in disqualification. An Applicant's Entry will be disqualified, at the sole discretion of Lifetime, if he/she attempts (a) to apply the Grants Program through any means other than described in these Terms and Conditions; or (b) to disrupt the Grants Program, circumvent these Terms and Conditions, or in any way tamper with any component of the Grants Program. Mechanically reproduced Entries will not be accepted. Proof of submission does not constitute proof of receipt. In the event of a dispute as to the identity of an Applicant who submits an Entry via e-mail, the Entry will be declared made by the Authorized Account Holder of the e-mail account. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain name associated with the submitted e-mail address.

In consideration of participating in the Grants Program, each Applicant unconditionally and irrevocably assigns and transfers to Lifetime all rights, title and interest in and to the contents of his/her Entry, including, without limitation, the copyright and other rights therein, and upon Lifetime's request, will execute any documents necessary to effectuate such ownership. Applicants represent and warrant that they have the sole and exclusive right to grant such rights to Sponsor, and that its reproduction, publishing, displaying and/or other use of the Entry will not infringe on any rights of any third party including but not limited to, privacy and publicity rights. By entering, Applicants agree that they have no right to bring (and covenant not to bring) any claim, action or proceeding of any kind or nature whatsoever against Sponsor or its affiliates, subsidiaries, officers, directors, agents, employees, or shareholders in connection with the Grants Program.

Without limiting the foregoing, all winners, on behalf of themselves, their executors, heirs and assigns, by acceptance of the Grant, agrees to release the Released Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the receipt, ownership or use of the Grant or while preparing for, participating in or traveling to and/or from any Grants Program-related activity or otherwise.

CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE, UNDERMINE THE LEGITIMATE OPERATION OF THE GRANTS PROGRAM, AND/OR ABSCOND WITH OR MISUSE GRANT MONIES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) AND/OR ORGANIZATION(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

If selected, Applicants and their Organizations agree not to defame or disparage Lifetime Products, Inc. or Hunter Public Relations.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Grants Program materials (e.g., marketing, advertising or other ancillary documents) and these Terms and Conditions, the Terms and Conditions shall prevail, govern and control.

- 8. GRANT RECIPIENT NAMES/TERMS AND CONDITIONS:** To receive the names of the Organizations to whom the Grants were awarded (along with Applicants who nominated them), (available after November 13, 2009), or a copy of the Terms and Conditions, send a self-addressed, stamped #10 envelope to: "Spirited Fundraiser Grants Program", c/o Hunter Public Relations, 41 Madison Avenue, 5th FL, New York, NY 10010. Please specify "Terms and Conditions" or "Name of Grant Recipients" on the outer mailing envelope. Vermont residents may omit return postage for "Terms and Conditions" requests. All requests must be received by December 31, 2009 to be honored.