

MAGNERS COMEDY FESTIVAL IN BOSTON

AFFIDAVIT OF ELIGIBILITY& LIABILITY/PUBLIC RELEASE

I hereby state and affirm as follows:

1. I am submitting this affidavit with the understanding that it will be relied upon to confirm my eligibility in the "Magners Comedy Festival in Boston Competition" sponsored by Wm Magners, Inc.
2. I affirm and represent that I have read all the rules and regulations of the Contest; that I have complied with such rules; and, that I have committed no fraud or deception in entering the Contest or in claiming any prize. I further represent that I am an individual who is eligible to enter the Contest.
3. I, for myself and my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Parties") hereby release and discharge the Sponsor, and its advertising and public relations agencies (collectively the "Releasees"), Releasees' administrators, legal representatives, officers, directors, employees, subsidiaries, affiliates, divisions, parents, predecessors, successors and assigns (collectively, the "Released Parties") from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, direct or consequential damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Releasees or any one or more of the Released Parties, which I or any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, arising out of my acceptance and utilization of the prize that I have won in the Promotion.
4. I agree to return to the Sponsor immediately upon demand any prize or the value of said prize which has been or may be awarded to me if any statement made by me in this affidavit is false or should be shown to be false.
5. By acceptance of my prize, except where legally prohibited, without additional compensation, I grant permission for Sponsor and those acting pursuant to Sponsor's direction, to use my "Contest Video Entry" (as described in the Magners Comedy Festival in Boston Contest Rules) for advertising, trade and/or publicity worldwide, and on the Internet, without review, approval or notification. I further agree that the release of information about being chosen as a winner, including dissemination to the public and media through any channels, will be made solely by Sponsor. I hereby release Released Parties from any and all claims for libel, copyright, invasion of privacy or rights of publicity, without limitation even though use of my Contest Video Entry may be distorted, blurred, altered or used in composite forms, in conjunction with factual or fictional text, either intentionally or otherwise and subject me to scandal, scorn, ridicule, reproach or indignity.

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MUST BE 21 YEAR OF AGE TO ENTER. The "Magners Comedy Festival Comic Stand-Off Competition" ("Contest") starts on September 30, 2011 and ends on November 30, 2011 as detailed below. The sponsor of this Contest is Wm. Magners Inc., 20 Vernon St, Norwood, MA 02062 ("Magners"). www.magnerscomedyusa.com ("the website") is the official website destination for this Contest. The Contest shall be subject to these Official Rules, and by entering, all participants expressly agree to be bound by the terms and conditions herein.

ELIGIBILITY: This Contest is only open to legal residents of the fifty (50) United States and the District of Columbia who are of majority age in the jurisdiction of their legal residency as of the date of their entry in this Contest.

Employees, shareholders, officers and directors of Magners, its affiliates, subsidiaries, related companies, sponsors, vendors, agencies, the judging panelists, and any person or entity connected with the production, administration and/or judging of the performances, and each of their immediate family members (defined as parents, children, siblings, spouses and in-laws, regardless of where they reside) and those persons living in the household of same, whether or not related, are not eligible to enter or win. Each entrant represents and warrants that he/she is not under contract with any third party, nor is he/she a member of any performance union or guild, including, without limitation, A.E.A., S.A.G. or A.F.T.R.A., which might interfere with his or her ability to participate fully in the Contest and receive a prize if selected as a winner. This Contest is void where prohibited or restricted by law. By entering this Contest, entrants agree that they have read these Official Rules and to abide by and agree be bound by all terms of these Official Rules.

HOW TO ENTER: Participants must register to participate in the Contest. Participants can register on-line at www.RooftopComedy.com. Contestant will be required to provide their full name, hometown city, state, zip code, email address, date of birth, and phone number.

In addition, participants will be required to complete and sign an Affidavit of Eligibility/Submission Release Form ("Submission Form") by which they agree to hold Magners, and its affiliates, officers, directors, partners, shareholders and agents not liable for any claims resulting from participation in the Contest. Failure to complete this Affidavit of Eligibility/Submission Release Form will result in forfeiture.

Magners Comedy Competition

Round One: Video Submission

Registered and eligible stand-up comedy performers may take part in the first round of the competition, video submission portal. All stand-up comedy performers must register online at www.RooftopComedy.com between September 30, 2011 through October 28, 2011. After meeting all of the above stated registration requirements, stand-up comedy performers must submit a 1-3 minute video of a live performance. Recorded footage must be in front of an audience.

Performances may not include nudity or hate speech and may be disqualified for obscene, libelous, or defamatory statements, or statements that invade the publicity or privacy rights of any person, living or deceased. Magners shall have the right to disqualify any entries due to technical, legal or other problems, or which it deems to be obscene or otherwise not in good taste, as determined by Magners in its sole discretion. Magners and its representatives' decisions are final and binding with respect to all matters relating to this Contest.

Stand-up comedy participants will be judged to determine the funniest performance based on humor, originality and positive audience reaction. Judging will be conducted by Magners and its representatives over a five day period from October 31, 2011 through November 4, 2011. Magners and its representatives' decisions are final and binding. Not more than twenty-five (25) stand-up comedy performers will be chosen as "winners" of the Video Submission. They will formulate the first round cut and advance to the Public Voting Round (as defined below).

Round Two: Public Voting

Participants advance to the Public Voting Round, which will take place on-line at www.Facebook.com/MagnersUSA. Voting will be open to the public from November 4, 2011 through November 30, 2011. The ten (10) participants with the most votes will advance to Round Three: Magners Comedy Festival in Boston. In the case of a tie, a second round of voting will be conducted and will continue, as needed to break the tie. In the event of any dispute with respect to voting or if on-line voting is inconclusive, Magners and its representatives' decisions are final and binding. Not more than ten (10) stand-up comedy performers will be chosen as "winners" of the Public Voting Round. They will continue to advance throughout the remainder of the competition provided they continue to remain in the competition. All expenses and means related to travel and participation in the Magners Boston Comedy Festival shall be borne by each contestant.

Magners Comedy Festival in Boston

Contestant advancing from the Public Voting Round will be participating in the Magners Comedy Festival in Boston. Elimination rounds will take place over the course of the four-day period between January 25, 2012 and January 28, 2012. Designated judges from Magners and its representatives will select a winner (the "Winner"). Participants are required to perform a 3-5 minute stand-up set in front of a live audience at a Boston venue designated by Magners. Show times for such performance will be selected by Magners and are final. Any contestant not present at his/her selected show time shall be

disqualified.

Prizes

The Contest Winner will win a trip to attend the 2012 Glasgow International Comedy Festival in Scotland, including (i) two round trip ("R/T") economy class (coach) air transportation tickets from the major contiguous U.S. gateway city airport closest to the winner's hometown (selected by Magners) to Scotland, (ii) three (3) consecutive nights hotel accommodations (one standard room) in a Ireland (selected by Magners), and (iii) R/T airport/hotel ground transfers in Ireland. The approximate retail value of this prize is \$3,000.

Travel arrangements for all travel awards must be made through Magners' agent. All meals, gratuities, ground transfers, insurance, incidentals and any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. The Winner must travel during the dates specified by Magners or the prize will be forfeited, Magners will have no further obligation to such winner, and an alternate winner may be selected at Magners' sole discretion according to the details set forth above. No changes will be made to travel details once any portion of travel arrangements has been made. Certain travel restrictions may apply.

GENERAL:

This Contest is subject to all applicable federal, state, and local laws and regulations. Each entrant represents and warrants that any material that he or she submits is original, has not been previously published or won an award, does not infringe upon the copyright or any other right or interest of any other person or organization, and that the entrant has not previously granted any rights to such material to any other person or organization, nor does any third party have any interest in such materials.

Magners and its respective officers, directors, shareholders, employees, agents, judges and any and all Internet service and/or access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruptions, deletion, or defects of any telephone network, computer on-line or e-mail systems, computer equipment, servers, providers, or software, including any injury or damage to any participant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the Website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; data processing that is processed late or incorrectly or is incomplete or lost due to telephone, computer, software or electronic malfunction or traffic congestion on telephone lines or the Internet or any website; or for any other errors or problems of any kind relating to or in connection with the Contest, whether computer, network, technical, mechanical, printing, typographical, human or otherwise or any combination thereof, including, without limitation, any errors or problems that may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. Proof of submission of an entry or vote

is not considered proof of delivery or receipt. Ineligible and incomplete entries will be disqualified. All entries become the property of Magners and will not be returned. False and/or deceptive entries or acts shall render entrants ineligible. By entering the Contest, entrants affirm that they have read and accepted these Official Rules. Magners and its affiliates in accordance with its privacy policy at www.magners.com may use any personal information obtained from a performer in accordance with the terms of such privacy policy.

Magners reserves the right to conduct background checks on any participant at any level as detailed above to verify the accuracy or legitimacy for truthfulness of any information contained within the event registration information or submitted entry. By entering this Contest, entrants (i) agree that all entries and any other materials submitted (whether acceptable or not, regardless of the form they take) will be owned exclusively by Magners, and (ii) grant Licensees (as defined below) the absolute and exclusive right and permission to edit, modify, publish, exploit and use the content of and elements embodied in the entry (including the performance) and the entry itself worldwide in perpetuity in any and all media (whether now existing or hereafter devised) and in any manner, for trade, advertising, promotional or any other purposes without further approval, permission or consideration. Entrants also agree that Magners, its affiliated and subsidiary companies, licensees, designees and assigns (collectively, "Licensees") shall have the right and permission to use the name, city and state of residence, signature, voice, video, picture or other likeness, entry, and/or entry information of entrant in any manner or media now or hereafter known (including, without limitation, placing entrant's name, signature, photograph, video, entry, and/or entry information onto the Magners' website or other site promoting this Contest) without further consideration, financial compensation or notification to or permission from entrant or any third party, except where prohibited by law. Entrants agree to refrain from wearing any clothing items bearing designer, corporate or sports logos or bearing the name or likeness of a celebrity, living or dead, to any performance.

Magners shall not be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Contest or acceptance of or use or inability to use a prize (including any travel or activity related thereto) or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Entrants release Magners from any and all liability and responsibility with respect to the prizes (including any property loss, damage, personal injury, death or travel related hereto). Magners is not responsible for any changes in the entry, performance, promotion and/or judging schedule as detailed above, including, but not limited, to changes in date(s), time(s) and/or venue(s). Winner acknowledges that the aforementioned individuals and entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prizes.

If a prize (or portion thereof) cannot be awarded due to circumstances beyond the control of Magners, a substitute prize of comparable or greater retail value will be awarded at the discretion of the Magners. Magners shall not be liable to any winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Magners' sole control. Magners shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Magners shall not be liable for any loss or damage to baggage.

If for any reason this Contest is not capable of running as planned or does not allow the proper playing of the Contest and processing of entries per these rules, or if tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Magners' sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Magners reserves the right, in its sole discretion, to disqualify any individual (and void his/her entry) implicated in such action, and/or to modify or terminate the Contest or further entry or participation in this Contest, as Magners deems appropriate. If modification or termination of this Contest occurs, notification will be posted on the Website and Magners may, at its sole discretion, select potential finalists and/or prize winners (as applicable) from among all eligible, non-suspect entries received up to time of action. A potential finalist or prize winner may be requested to provide Magners with proof that all eligibility requirements have been met.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MAGNERS RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. For an Official Winner's List, (available after February 6, 2010) or a copy of these Official Rules, send a self-addressed, stamped envelope to: Adam Sadowski ,Wm. Magnier, Inc. 20 Vernon Street Suite 7 Norwood, MA 02062

Beginning on September 30, 2011 and continuing until January 30, 2012, these Official Rules will also be available at the Website. Magners reserves the right to change these rules at any time. Changes will be reflected in the written rules at that time. Any prizes may be awarded to an alternate winner if affidavit/release(s) are not returned within 7 days after sending to Winner or if prize notification is returned as undeliverable or if entrant does not respond to prize notification e-mail within seven (7) days after the date

of the e-mail.

The laws of the State of Massachusetts apply to and govern this competition and any claims must be raised and resolved in the Federal or state courts located in Boston, Massachusetts, United States.

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GENERAL:

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Magners and its respective officers, directors, shareholders, employees, agents, judges and any and all Internet service and/or access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omissions, interruptions, deletion, or defects of any telephone network, computer on-line or e-mail systems, computer equipment, servers, providers, or software, including any injury or damage to any participant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the Website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; data processing that is processed late or incorrectly or is incomplete or lost due to telephone, computer, software or electronic malfunction or traffic congestion on

telephone lines or the Internet or any website; or for any other errors or problems of any kind relating to or in connection with the Contest, whether computer, network, technical, mechanical, printing, typographical, human or otherwise or any combination thereof, including, without limitation, any errors or problems that may occur in connection with the administration of the Contest, the processing or judging of entries, the announcement of the prizes or in any Contest-related materials. Proof of submission of an entry or vote is not considered proof of delivery or receipt. Ineligible and incomplete entries will be disqualified. All entries become the property of Magners and will not be returned. False and/or deceptive entries or acts shall render entrants ineligible. By entering the Contest, entrants affirm that they have read and accepted these Official Rules. Magners and its affiliates in accordance with its privacy policy at www.magners.com may use any personal information obtained from a performer in accordance with the terms of such privacy policy.

Magners reserves the right to conduct background checks on any participant at any level as detailed above to verify the accuracy or legitimacy for truthfulness of any information contained within the event registration information or submitted entry. By entering this Contest, entrants (i) agree that all entries and any other materials submitted (whether acceptable or not, regardless of the form they take) will be owned exclusively by Magners, and (ii) grant Licensees (as defined below) the absolute and exclusive right and permission to edit, modify, publish, exploit and use the content of and elements embodied in the entry (including the performance) and the entry itself worldwide in perpetuity in any and all media (whether now existing or hereafter devised) and in any manner, for trade, advertising, promotional or any other purposes without further approval, permission or consideration. Entrants also agree that Magners, its affiliated and subsidiary companies, licensees, designees and assigns (collectively, "Licensees") shall have the right and permission to use the name, city and state of residence, signature, voice, video, picture or other likeness, entry, and/or entry information of entrant in any manner or media now or hereafter known (including, without limitation, placing entrant's name, signature, photograph, video, entry, and/or entry information onto the Magners' website or other site promoting this Contest) without further consideration, financial compensation or notification to or permission from entrant or any third party, except where prohibited by law. Entrants agree to refrain from wearing any clothing items bearing designer, corporate or sports logos or bearing the name or likeness of a celebrity, living or dead, to any performance.

Magners shall not be liable for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Contest or acceptance of or use or inability to use a prize (including any travel or activity related thereto) or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Entrants release Magners from any and all liability and responsibility with respect to the prizes (including any property loss, damage, personal injury, death or travel related hereto). Magners is not responsible for any changes in the entry,

performance, promotion and/or judging schedule as detailed above, including, but not limited, to changes in date(s), time(s) and/or venue(s). Winner acknowledges that the aforementioned individuals and entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prizes.

If a prize (or portion thereof) cannot be awarded due to circumstances beyond the control of Magners, a substitute prize of comparable or greater retail value will be awarded at the discretion of the Magners. Magners shall not be liable to any winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Magners' sole control. Magners shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Magners shall not be liable for any loss or damage to baggage.

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The laws of the State of Massachusetts apply to and govern this competition and any claims must be raised and resolved in the Federal or state courts located in Boston, Massachusetts, United States.