

Official Rules

2009 KODAK Pocket Video Camera NAMING CONTEST

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The 2009 KODAK Pocket Video Camera NAMING CONTEST (the "Contest") is open to legal residents of the United States, 18 years of age or older at time of entry. Officers, directors, employees and agents of Eastman Kodak Company (Kodak) and its respective affiliated companies, agencies, and immediate families (collectively, the "Kodak Affiliates") are not eligible. The Contest is void where prohibited.

2. HOW TO ENTER: The Contest begins at 5:30 pm EDT on August 18, 2009 and ends at 6:00 am EDT on August 24, 2009. To enter, tweet a proposed name for the KODAK Pocket Video Camera using the #NameAKodak hashtag at <http://www.twitter.com> or leave a comment with your name and a proposed name for the KODAK Pocket Video Camera at <http://jennycisney.1000words.kodak.com/default.asp?item=2411446> (the "Name" or "Entry"). You must have a non-private Twitter account. If you are not a registered member of Twitter, you will need to register for a free Twitter account at www.twitter.com. Anonymous users will not be eligible. The Name must be original and the Entry may not contain material that violates or infringes any third party's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement. The entry must not contain or be confusingly similar to any third party product names, brand names or trademarks. The Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous. The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created. There is no limit on the number of unique Names you may enter. Sponsor is not responsible for late, lost, misdirected, or invalid entries. Entries will be deemed to have been submitted by the person registered to the account from which entries are received. Once you submit your Entry, you will be officially entered into the Contest. Entries cannot be revised or altered once submitted. Once submitted, all submitted components become the property of the Sponsor. Automated means of entry and entries by any means which subvert the entry process are prohibited and all such entries will be void.

3. SELECTION OF WINNERS/PRIZES:

(a) **Grand Prize Winner Selection:** One (1) Name will be chosen by Sponsor as the most appropriate name for the KODAK Pocket Video Camera, in Sponsor's reasonable discretion. The Name must also be legally cleared through a comprehensive

trademark clearance process; if the Name cannot be legally cleared through this clearance process, an alternate Grand Prize Winner will be selected. The Grand Prize Winner will win a trip to 2010 International Consumer Electronics Association (CES) tradeshow in Las Vegas Nevada, where the KODAK Pocket Video Camera will be unveiled, from January 7, 2010 through January 10, 2010, plus a KODAK Pocket Video Camera. The Grand Prize Winner may also be featured in the packaging materials for the KODAK Pocket Video Camera. The Grand Prize Winner will be selected no later than December 1st, 2009 and will be contacted by Sponsor via Grand Prize Winner's email. The Grand Prize Winner will be required to reply to the email within seven (7) days to accept the prize. If the Grand Prize Winner is unwilling or unable to accept the prize, the prize will be forfeited. In the event that multiple Entries are received with the same Name, the Grand Prize Winner will be the first person who submitted the Name based on the timestamp on the twitter reply, blog entry or submission through Kodak.com. Any modifications or derivations of the selected Name will not be eligible to win a prize. Trip package includes round-trip, coach-class air transportation for two (2) from a major airport near Grand Prize Winner's home (determined by Sponsor in its sole discretion) to Las Vegas, NV; three (3) nights accommodations at a hotel (single room, double occupancy) determined by Sponsor in its sole discretion, for Thursday night, January 7th, Friday night, January 8th and Saturday night, January 9th. Grand Prize Winner must travel on dates determined by Sponsor in its sole discretion. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of Grand Prize Winner. Unless child of Grand Prize Winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the Grand Prize Winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. If in the judgment of Sponsor air travel is not required due to Grand Prize Winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if 2010 International CES in Las Vegas, NV is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$3929.95. Actual value may vary based on airfare fluctuations and distance between departure and destination. Grand Prize Winner will not receive difference between actual and approximate retail value.

(b) **Random Drawing Winner Selection:** Every entrant who submits a proposed Name during the Contest will be eligible to win one (1) of one hundred (100) KODAK Zi8 Pocket Video Cameras (excluding any accessories). ARV of \$179.95. Drawing Winners will be selected in a random drawing from all eligible Entries received. Odds of winning depend upon the total number of eligible Entries received. Limit one (1) prize per household. The random drawing will be conducted on or about September 8th, 2009 at the offices of Sponsor in Rochester, New York, by a representative of Sponsor. Upon

completion of the random drawing, Sponsor will contact each Drawing Winner via Drawing Winner's email. The Drawing Winners will be required to reply to the email within seven (7) days to accept the prize and confirm the address to which the prize will be shipped. Unless otherwise agreed by Sponsor, Drawing Winners will receive their prize via U.S. Mail, Federal Express or United Parcel Service within six (6) weeks of the drawing. If a Drawing Winner is unwilling or unable to accept the prize or the prize is returned to Sponsor as undeliverable, the prize will be forfeited. In no event will more prizes be awarded than those listed in this Rule 3. Any questions regarding the determination of winners will be decided in the sole discretion of Sponsor, whose decisions are final and binding in all matters relating to this Contest. The total ARV of all random drawing prizes is \$17,995.00

4. PRIZE DETAILS AND RESTRICTIONS: Prizes are non-transferable and cannot be substituted by the Grand Prize Winner or Drawing Winners. Sponsor may substitute a prize of equal or greater value in its sole discretion. Federal, state and local taxes associated with the acceptance of the prize are the sole responsibility of the Grand Prize Winner and Drawing Winners. Unclaimed prizes will not be awarded. All costs and expenses not specified herein are the sole responsibility of the Grand Prize Winner or Drawing Winners. If any Grand Prize Winner or Drawing Winner is a minor, prize will be awarded to the parent or legal guardian. Neither EASTMAN KODAK COMPANY nor its agencies are responsible for lost, late, stolen, misdirected, delayed or damaged prizes.

5. ASSIGNMENT OF RIGHTS TO NAME: You agree that, by entering the Contest, you irrevocably assign and transfer to Sponsor all right, title and interest in the Name throughout the world, including, without limitation, all trademark rights, and you agree to execute any additional documents Sponsor may deem necessary to evidence or effectuate such assignment. Sponsor's rights with respect to the Entry include, but are not limited to: (a) the exclusive right to use, publish, display or reproduce the proposed Name on products, packaging, advertising for purposes of trade and any other lawful purpose; (b) the exclusive right to alter, revise or change the Entry in any way; (c) the exclusive right to secure trademark and copyright registrations and other rights in the entry anywhere throughout the world; (d) the exclusive right to license, exploit, sell, assign, or otherwise dispose of the entry or any of the said rights included therein for any purpose which Kodak may see fit; and (e) any and all subsidiary rights in the Entry.

6. CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: Sponsor is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information. The Sponsor shall have the right to disqualify any Entries that do not comply with the Official Rules, as determined by Sponsor in its sole discretion. Potential Grand Prize Winner must agree to a criminal background check and may be disqualified if the background check reveals anything that could bring Sponsor into disrepute due to Grand Prize Winner's association with Sponsor, as determined by Sponsor in its sole discretion. By accepting a prize, each Grand Prize Winner and Drawing Winners irrevocably consent to the use of such winner's name, likeness, image, voice, performance (in connection with interviews and other recordings), biographical information, and statements relating to the Contest or Sponsor or its affiliated parties, without further compensation, in all world-wide marketing, promotion, and publicity carried out in perpetuity by any of Sponsor or its affiliated parties in connection with this Contest. Grand Prize Winner and Drawing Winners further grant to Sponsor the right to use and publish their proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Contest in

perpetuity. Prize winners may be required to sign and return, without limitation and to the extent permitted under applicable law, an Affidavit of Eligibility, a Liability Release, a Publicity Release, Confidentiality Agreement and Assignment of Rights to Name and any other documentation or instrument that Sponsor and/or its affiliated parties may require within five (5) days of receiving each such document. If a winner is under 18 years of age, they will need a parent or legal guardian to complete the above paperwork. In the event of noncompliance with these requirements, winners may be disqualified and an alternate winner may be selected, at Sponsor's sole discretion. If a potential winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential winner will be disqualified, and an alternate potential winner may be selected at Sponsor's sole discretion.

7. DISCLAIMERS AND LIABILITY: Sponsor and its affiliated entities are not responsible or liable for Contest Entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such Entries will be disqualified. By participating in the Contest, each entrant agrees to waive any rights to claim ambiguity with the Official Rules, and that Sponsor and its affiliated entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: operation of the Contest, participation in the Contest; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize (including, but not limited to, cancellation/postponement of screening date); discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Sponsor; interruption or inability to access Sponsor, its affiliated entities and their respective websites, or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of Sponsor or any one of its affiliated entities. Sponsor shall not be liable for direct, indirect, incidental, special or consequential damages. Each participant further agrees to indemnify and hold harmless Sponsor and its affiliated entities from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Sponsor or its affiliated entities, and hereby acknowledge that Sponsor and its affiliated entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. Sponsor and/or its affiliated entities shall in no event be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Title of this Contest may change during the Contest. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A

VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Additionally, any attempt to cheat the Contest, as determined at the sole discretion of the Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt to cheat by creating fake profiles will be looked upon very seriously, and can result in immediate and permanent ban, and possible further action. Irrelevant entries, as deemed irrelevant at the sole discretion of Sponsor, and those using copyrighted content may be removed and disqualified from the Contest.

8. GENERAL INFORMATION: By participating, entrants agree (i) to be bound by these Official Rules, including all eligibility requirements, and (ii) to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. Sponsor reserves the right to permanently disqualify from this Contest any person it believes has violated these Official Rules. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsor its sole discretion. If Contest is terminated before the end date/time, Sponsor will determine the winners from all eligible entries received as of the termination date/time. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Contest, Sponsor may, in its sole discretion, suspend or terminate the Contest by posting a notice at www.1000Words.kodak.com. This Contest is governed by the laws of the State of New York, and by entering, entrants agree that any and all dispute shall be resolved in the federal and state courts located in Rochester, New York. Entrants agree to resolve any dispute individually, without resort to a class action.

9. WINNERS' NAMES: For names of winners, please send a self-addressed stamped envelope, to: EASTMAN KODAK COMPANY, Social Media Group MC:0706, 343 State St. Rochester, NY 14650.

10. SPONSOR OF CONTEST: EASTMAN KODAK COMPANY, 343 State Street Rochester, NY 14650.