

**SEARS CLEAN & GREEN SEARCH  
OFFICIAL TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO PARTICIPATE.**

**1. SEARCH DESCRIPTION:**

*"Sears Clean & Green"* Search (the "Search") is a competition in which an individual (each an "Entrant" and collectively the "Entrants") writes a description of what changes the Entrant has made that have helped his or her household become cleaner and greener ("Comments") and, at the Entrant's option, records a video (which may also include photos (a "Video") of his or her solution on "greening" the Entrant's home (each an "Entry" and collectively the "Entries") in one of the following five (5) categories (each a "Category" and collectively the "Categories"):

(1) Electricity/Energy; (2) Air; (3) Water; (4) Recycling; (5) Insulation.

If an Entry includes a Video, the Video may be no longer than three (3) minutes in total length. An Entrant will submit his/her Entry (including any Video and/or Comment component) by (i) logging on to [www.cbsnews.com](http://www.cbsnews.com), going to The Early Show section and the **Clean & Green** page or (ii) starting August 17, 2007, by logging on to [www.cleanandgreen.cbsnews.com](http://www.cleanandgreen.cbsnews.com) (the "C&G Site"), and following the directions to register and to submit his or her Entry. The Search begins on August 14, 2007 and Entries may be submitted until 11:59 PM Eastern Time ("ET"), September 21, 2007 (the "Submission Period"). At the conclusion of the Submission Period, The Early Show and Danny Lipford, in their sole discretion, will select one (1) Entry in each of the five (5) Categories which The Early Show and Danny Lipford determine to be their favorite (each a "Favorite Entry" and collectively the "Favorite Entries").

The sponsor of the Search is The Early Show, CBS News, A Division of CBS Broadcasting Inc. ("The Early Show", "TES", "CBS" or "Sponsor"), 524 West 57<sup>th</sup> Street, New York, New York 10019. The Early Show broadcasts are subject to preemption and schedule changes. In case of a schedule change or preemption, notice will be posted on the C&G Site.

**2. ELIGIBILITY:**

The Search is open to individuals who meet the eligibility requirements set forth herein. Entrant must be a legal resident of one of the fifty (50) United States or the District of Columbia, who (i) resides and is physically located in one of those jurisdictions and (ii) who is at least eighteen (18) years of age as of the date his/her Entry is submitted to The Early Show. Employees, officers, directors (and members of their immediate families [spouse, parents, siblings and children and their respective spouses, regardless of where they reside] or households, whether or not related) of, Sponsor, CBS Broadcasting Inc., Sears Roebuck and Company, any person or entity connected with the review and evaluation of the Entries submitted and any person or entity connected with the production of The Early Show programs (each, together with Sponsor, a "Search Entity" and collectively called the "Search Entities") and their respective parent companies, subsidiaries, franchisees, affiliates, licensees, agents, attorneys, independent contractors and advertising and promotion agencies are not eligible to participate in the Search. The Search is void outside the United States, in Puerto Rico, all US territories and possessions and where prohibited. The Search is subject to all applicable federal, state and local laws.

BY PARTICIPATING IN THIS SEARCH, EACH ENTRANT AGREES THAT SPONSOR MAY, AT ITS OPTION, CONDUCT A BACKGROUND CHECK ON SUCH ENTRANT, AND THAT THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT ON THE BASIS OF ANYTHING CONTAINED IN, OR OBTAINED AS A RESULT OF, THE BACKGROUND CHECK.

### 3. HOW TO REGISTER:

To participate in the Search, an Entrant who desires to submit an Entry must log on to the C&G Site (i.e., [www.cbsnews.com](http://www.cbsnews.com), go to The Early Show section and the **Clean & Green** page or, starting August 17, 2007, log on to [www.cleanandgreen.cbsnews.com](http://www.cleanandgreen.cbsnews.com)), register and complete the entry form, add Comments and/or attach his/her Video, if desired, and click "Submit" for each Entry submitted. **As part of the registration process, Entrants will be required to click where indicated to signify that they have read, accepted and agreed to be bound by these Official Terms and Conditions and The Early Show Liability and Broadcast Release and License Agreement (the "Agreement") (see Rule 4), including the decisions of the Sponsor, which is final and binding in all respects.** Limit one (1) registration/Entry per Category per person (maximum five (5) registrations/Entries).

### 4. HOW TO SUBMIT A VIDEO AND/OR A COMMENT WITH AN ENTRY; GENERAL REQUIREMENTS:

#### (a) Make a Video and Upload the Video with your Entry to the C&G Site

During the Submission Period (i.e., August 14, 2007 until 11:59 PM ET, September 21, 2007), each Entrant who has successfully registered will have the opportunity to submit an Entry with or without a Video. If an Entrant desires to include a Video with his/her Entry, the Video (i.e., a recording up to three (3) minutes in length showing his/her "green" solution), the Entrant must follow the online instructions to upload his/her Video with his/her Entry to the C&G Site (the Video must be formatted and encoded according to the requirements set forth at the C&G Site and in the Video Requirements Summary in Rule 4.(b)).

Any Video received that exceeds three (3) minutes in length or that contains any intellectual property which is not original to and owned by the Entrant will be disqualified or not considered. Each Video must be submitted by the individual, if any, featured in the Video and must be taken by the Entrant.

#### (b) Video Requirements Summary. Each Video

1. must be no longer than three (3) minute in total running time with a file size no greater than twenty megabytes (20 MB) with minimum dimensions of 320x240 pixels;
2. must not contain any music;
3. must be delivered by uploading the Video to the C&G Site formatted and encoded in accordance with the requirements set forth in Section 2 above;
4. must not include any person other than the Entrant;
5. must not infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations or network standards;
6. must be suitable for display and publication on national television; and
7. must not contain any commercial content that promotes any product or service or contains or references any third party names, logos, service marks, trademarks, trade names or trade dress (including on any clothing worn by the Entrant who appears in the Video).

#### (c) Create a Comment and Upload with your Entry to the C&G Site.

Type a Comment (i.e., a description of your "greening" solution or your comments or describe your Video) in the text box provided on the registration/submission page on the C&G Site. The Comments must meet the following Comment Requirements: Each Comment

1. must not contain any music; must not infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations or network standards
2. must be suitable for publication on national television; and

3. must not contain any commercial content that promotes any product or service or contains or references any third party names, logos, service marks, trademarks, trade names or trade dress.

**(d) General Requirements.**

Entry of false or misleading information by any Entrant shall be grounds for disqualification of the Entry, at the sole discretion of Sponsor. Failure to comply with these Official Terms and Conditions shall be grounds for disqualification of any Entry, at the sole discretion of Sponsor. Sponsor is not responsible for lost, late, incomplete, corrupted, stolen, misdirected or delayed Entries; any computer, telephone, wireless phone, cable, network, satellite, electronic, or Internet hardware or software malfunctions; unauthorized human intervention, or the incorrect or inaccurate capture of an Entry or other information, or the failure to capture such information. Limit one (1) Entry per Category per person. All Entries will be reviewed by Sponsor for content and compliance with these Official Terms and Conditions before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with these Official Terms and Conditions. Entries that do not comply with these Official Terms and Conditions or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered in the Search. Each Entrant agrees to accept the decision of the Search Entities on each and every aspect of the Search as final and binding upon Entrant. All Entries are subject to the Agreement described in Section 3.

**5. SELECTION OF THE FAVORITE ENTRIES:**

The producers of The Early Show (the "Producers"), in their sole discretion, shall review each Entry uploaded to the C&G Site during the Submission Period. After determining that a submitted Entry (including the Video, if applicable) complies with these Official Terms and Conditions (including the Video Requirements, if applicable), the Producers will select, in their sole discretion, Videos to be published on the C&G Site. At the conclusion of the Submission Period, Danny Lipford, in consultation with the Producers, will select five (5) Entries (one (1) per Category), in his sole discretion, to be the Favorite Entry in each Category.

**Results:** During the week beginning September 24, 2007 through September 28, 2007 The Early Show will broadcast five (5) "Clean & Green" segments in which Danny Lipford (i) will appear in a different Clean & Green segment focusing on one of the Categories from the Search (i.e., Electricity/Energy; Air; Water; Recycling; or Insulation) and (ii) will reveal the Favorite Entry in that Category. Broadcast of the Clean & Green segments is subject to preemption and schedule changes and to the availability of Danny Lipford. If Danny Lipford is unavailable for any reason, The Early Show may, in its sole discretion, reschedule a "Clean & Green" segment. Viewers should check local television listings for broadcast dates/times in their area.

**6. SEARCH AWARDS:**

The Entrant who submitted the Favorite Entry in each of the five (5) Categories will receive a \$3,000 Gift Card from Sears. In addition, the Favorite Entry may be included in the Clean & Green segment on The Early Show focusing on the applicable Category.

**7. GENERAL:**

Each Entrant who is selected as having submitted the Favorite Entry in one of the five (5) Categories will be responsible for all taxes associated with receipt of any award hereunder. Sears will issue an IRS 1099 for the value of the Sears Gift Card awarded to such Entrant.

The Search Entities make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any benefit in connection with the Search, including, without limitation, its quality, merchantability or fitness for a particular purpose.

Search Entities, at their sole discretion, reserve the right to edit, cut, copy, reproduce, rearrange, change, add to, delete from, translate, dub, adapt or otherwise revise and/or alter any Entry or blur or distort any person, place or item in the Video. Each Entrant hereby waives any moral rights or so-called *droit moral* in and to his/her Entry and Video and the material contained therein AND EACH ENTRANT HEREBY IRREVOCABLY RELEASES EACH OF THE SEARCH ENTITIES FROM ANY LIABILITY OR CAUSE OF ACTION RELATED TO EDITING, CUTTING, COPYING, REPRODUCING, REARRANGING, COMMENTING, CHANGING, ADDING TO, DELETING FROM, TRANSLATING, DUBBING, ADAPTING OR OTHERWISE REVISING AND/OR ALTERING THE VIDEO ENTRY OR ENTRY OR BLURRING OR DISTORTING ANY PERSON, PLACE OR ITEM DEPICTED IN THE VIDEO OR ANY DISPLAY THEREOF.

The Search Entities are not responsible for: (i) any typographical errors in these Official Terms and Conditions or the advertising, promotion of the Search; (ii) any kind of electronic, hardware, software or technical problems caused by the Search Entities, the user or by any of the equipment or programming associated with or utilized in the Search; or (iii) any human error which may occur in the processing of the Entries in the Search or selection of Favorite Entries.

If the Search becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, Sponsor reserve the right, in its sole discretion, to cancel, suspend or withdraw the Search, without notice, and, if possible, select the Favorite Entries from all Entries received in each Category prior to or after the cancellation, suspension, reschedule or withdrawal of the Search.

Each Entrant will not knowingly damage or cause interruption to the Search and/or prevent others from participating in the Search. CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SEARCH VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **8. DISPUTES; GOVERNING LAW:**

Except where prohibited, as a condition of participating in this Search, Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Search, or any benefit or amenity in connection herewith, or the determination of the Favorite Entries shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-pocket expenses (e.g., costs associated with entering this Search), and Entrant further waives all rights to have damages multiplied or increased.

All issues, questions and rights and obligations of an Entrant in connection with this Search shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws rules thereof and any matters or proceedings which are not subject to arbitration as set forth in these Official Terms and Conditions and/or for entering any judgment on an arbitration award, shall take place in the State of New York, County of New York.

The parties waive rights to trial by jury in any action or proceeding instituted in connection with these Official Terms and Conditions and/or this Search. All arbitration proceedings shall be conducted under the auspices of JAMS, under its Streamlined Arbitration Rules and Procedures, or subsequent versions thereof, through its New York office. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, County of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Search, and in no event shall a Entrant be entitled to receive attorney's fees or other legal costs.

**9. PRIVACY:**

By entering the Search, Entrant agrees to CBS's use of his/her personal information, as described in the applicable CBSNews.com Privacy Policy, located at [http://www.cbsnews.com/info/user\\_services/pol\\_privacy.shtml](http://www.cbsnews.com/info/user_services/pol_privacy.shtml).

**10. NAME OF ENTRANTS WHO SUBMITTED THE FAVORITE ENTRIES:**

To receive the name/home town of the person who submitted the Favorite Entry in each Category (available after September 30, 2007), send a self-addressed, stamped envelope before October 31, 2007 to Favorite Entries–Clean & Green @ The Early Show, CBS News, 524 West 57<sup>th</sup> Street, New York, New York 10019.