

Official Rules

Nick Chase: A Detective Story Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility. Open to legal residents of the United States (50 states and D.C.), 18 years or older. Not open to employees or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren) of employees of sponsor, or its affiliates or advertising/promotion agencies.

No Purchase Necessary. To enter sweepstakes, sign up to receive the iSplash Newsletter. Sign up for the iSplash Newsletter by following the “iSplash Newsletter” link found on the title screen of *Nick Chase: A Detective Story* game for the iPhone or iPod Touch. Alternatively, you may sign up and enter by emailing your name, address, phone number and date of birth to iphone.newsletter@bigfishgames.com. All submissions will be entered. All entries must be received by 11:59:59 p.m. (Pacific Standard Time) on October 25, 2009. Sponsor’s servers and clock shall be deemed the official clock for the sweepstakes and entrant’s proof of submission does not constitute proof of receipt by sponsor. Incomplete and/or duplicate entries will be void. Sponsor is not responsible for lost, misdirected, late, incomplete, illegible or unintelligible entries or for inaccurate entry information, whether caused by participant or by any of the equipment or programming associated with or utilized in this sweepstakes, or by any technical or human error that may occur in the processing of entries. Incomplete, duplicate, mechanically reproduced or automated entries are not permitted and will be deemed void. Limit one entry per person.

Prizes. A total of two (2) prizes will be awarded, each consisting of one (1) \$50 gift certificate to iTunes. The approximate retail value (“ARV”) of each gift certificate is \$50. Winners are responsible for paying all costs and expenses related to the prizes that are not specifically mentioned, including but not limited to taxes.

Prize Drawings. Prizes will be awarded by random drawing held on October 26, 2009. Winners need not be present to win. Prizes will be sent to the winners, postmarked by December 1, 2009. Winners may be required to sign an Affidavit of Eligibility and Liability/Publicity Release. Prize won by a minor in any state in the U.S. where the age of majority is not 18 will be awarded to such minor’s parent or legal guardian who must sign and return any required documentation.

Odds of Winning. Odds of winning depend on the number of eligible entries received.

Additional Terms. To the maximum extent permitted by applicable law, Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend this sweepstakes should viruses, worms, bugs, unauthorized human intervention or other causes beyond sponsor’s control corrupt or impair the administration, security, fairness or proper play of the sweepstakes or submission of entries. Sponsor is not responsible for any human or other error that may occur in the

processing of the entries, nor is it responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any web site. Sponsor is not responsible for injury or damage to any entrant's or any other computer resulting from downloading any materials in connection with this sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the sweepstakes or web site; to be acting in violation of these rules; or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or similar entry methods will void all such entries submitted by such methods. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account used to enter the sweepstakes at the actual time of entry will be deemed to be the participant and must comply with these rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domains associated with the submitted e-mail addresses. Only the number of prizes stated herein will be awarded. In the event any technical errors occur in the selection of winners and more prizes are claimed than the number of prizes being awarded as provided herein (in any prize category), sponsor reserves the right to award the prizes by random drawing from among all eligible claimants in that prize category.

Miscellaneous. This giveaway is governed by the laws of the United States. This giveaway and all accompanying materials are copyright © 2009 by Big Fish Games, Inc., All Rights Reserved. By entering, participants agree to be bound by these rules. No transfer, assignment, cash redemption or substitution of prizes is permitted except by sponsor due to prize availability and then with a prize of equal or greater value. By accepting a prize, each winner agrees (for himself or herself and his or her heirs) that sponsor and its affiliates and agents will have no liability, and will be held harmless by such winner for any liability, loss, injury or damage to property or to person, including death, and reasonable attorney's fees and court costs, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize or participation in this sweepstakes, even if caused or contributed to by the negligence of sponsor. Participants agree that the decisions of sponsor related to this sweepstakes and all drawings are final. By participating in sweepstakes, winners consent to the use of their names, photographs and/or likenesses in any manner and in any medium for promotional purposes without additional compensation, except where prohibited by law.

Winner's List. For a list of winners, email request to promos@bigfishgames.com.

Sponsor. Big Fish Games, Inc., 333 Elliott Ave W., Suite 200, Seattle, WA 98119.