

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. THIS CONTEST IS A SKILLS-BASED COMPETITION.

SPONSOR: The sponsor of the Climb Mt. Rainier with Ed Viesturs Contest (the “Contest”) is Big Fish Games, Inc., 333 Elliott Avenue West, Suite 200, Seattle, WA 98119 USA (together with its Affiliates (as defined below), “Sponsor”). “Affiliate” as used in these Official Rules means, with respect to any person or entity, any other person or entity which controls, is controlled by, or is under common control with such person or entity.

HOW TO ENTER: Void where any aspect of the Contest is prohibited, taxed or otherwise restricted by law or where registration, bonding, local judging or translation is required. The Contest is subject to all national, state, provincial and local laws. To participate in the Contest beginning at 12:00 a.m. U.S. Pacific Daylight Savings Time (“PDT”) on **August 1st, 2009** through 12:00 a.m. PDT on **May 31st, 2010** (“Contest Period”), you must submit and launch your game on the www.bigfishgames.com website (the “BFG Website”) during the Contest Period and provide any requested information and follow the instructions described on the Climb Mt. Rainier with Ed Viesturs Contest page located at <http://www.bigfishgames.com/blog/climb> (collectively, the “Entry” or “Entries”). All information on the Entry form must be completed. Time of entry and game “launch” will be determined by Sponsor in its sole discretion.

WINNER: The winner of the Contest will be the third-party developer (whether a company or other entity, an individual, or a group of individuals) whose game launches, whether on an exclusive or a non-exclusive basis, on the BFG Website during the Contest Period and that generates the greatest Gross Revenue (as defined below) in its first thirty (30) calendar days of release on the BFG Website. “Gross Revenue” means the actual amounts paid in U.S. dollars (or as converted to U.S. dollars by Sponsor) for the game in question by consumers on the BFG Website, without any deductions or adjustments. Gross Revenues will be determined by Sponsor in its sole discretion. Information regarding judging or Gross Revenues for Entrants (as defined below) may not necessarily be disclosed.

NOTIFICATION: The winner will be announced during or about the time of the July 2010 “Casual Connect” conference in Seattle, Washington. Winner will also be attempted to be notified by e-mail or mail. Any notification returned as undeliverable may result in disqualification. Winner may be required to execute and return an Affidavit of Eligibility/Release of Liability/Publicity Releases (where legal) within 10 days of notification attempt. If winner fails to return by the deadline, prize may be forfeited and an alternate winner determined, based on the criteria set forth above. Acceptance of any prize constitutes permission to use winner’s company and team information and Entries and their and their participating employees’ and team members’ names, personal information and likenesses without further compensation, except where prohibited by law and as otherwise provided herein.

PRIZE:

One (1) Grand Prize: The opportunity for one person to join mountaineer Ed Viesturs in an attempt to climb Mt. Rainier in the U.S. State of Washington in or about August 2010. The prize includes (i) round trip coach class air transportation for winner and one (1) additional person selected by winner from major airport nearest the winner’s residence to Seattle, Washington (Sponsor reserves the right to substitute ground transportation for air transportation if the winner resides within 200 miles of Seattle, Washington); (ii) ground transportation for winner from Seattle, Washington to the climbing site at

Mt. Rainer; (iii) hotel accommodation for up to five (5) nights for winner and one (1) additional person selected by winner (one room, double occupancy, room and tax only; meals, telephone calls and other incidentals not included); and (iv) a \$500 stipend for meals.

WINNER MUST BE AWARE THAT USE OF THE PRIZE CAN BE HAZARDOUS AND CAN PRESENT UNUSUAL RISKS OF DEATH, SERIOUS ILLNESS AND INJURY, AND PROPERTY DAMAGE. WINNER PARTICIPATES IN USE OF THE PRIZE WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREES TO ACCEPT ANY AND ALL RISKS OF AND LIABILITY RELATING TO INJURY, ILLNESS, DEATH AND PROPERTY DAMAGE. NO SPONSOR PARTY (AS DEFINED BELOW) SHALL BE RESPONSIBLE FOR OR SHALL NOT BEAR ANY RISK OR LIABILITY RELATING TO ANY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE INCURRED IN USING THE PRIZE.

The total approximate retail value of the prize package described above is \$15,000 USD. Out-of-pocket expenses associated with but not included in the prize are the sole responsibility of the winner and may vary greatly depending on the location of the winner and the goods owned by the winner.

If the winner is a company or other entity or is comprised of more than one (1) individual, the winner will designate (subject to these Official Rules) which of its employees or team members will receive the award and participate in the climb. Notwithstanding the foregoing, in the event of a dispute as to the team members of an Entrant (as defined below) or to the employee or team member who will receive the award or participate in the climb, Sponsor reserves the right to (i) determine which member will receive the award and participate in the climb, or (ii) eliminate that winner and select an alternate winner in accordance with these Official Rules.

The winner who will participate in the climb must attest that s/he is physically able to engage in the climbing expedition and, if requested by Sponsor, provide evidence or undergo fitness/health tests to prove his or her sufficient health and fitness. Winner is responsible for all costs and assessments not specifically enumerated herein including without limitation taxes and insurance. Winner is responsible for securing necessary passports or visas and for any associated costs. Sponsor will provide temporary use of required climbing gear. Arrangements must be made through Sponsor, and use of prize must occur on dates arranged by Sponsor or will be forfeited. The climb is subject to availability of Ed Viesturs and, among other things, supply availability and weather conditions. All tickets, accommodations and prize fulfillment are subject to the vagaries of availability, schedule variation, work stoppages, and schedule changes. There is no guarantee that you will be able to reach the summit of Mt Rainier on your climb.

No substitution or transfer of any of the prize by winner is permitted, although Sponsor reserves the right to substitute a prize of equal or greater value to the prize if for any reason the prize cannot be awarded as contemplated in these Official Rules.

Except as provided in each Entrant's (as defined below) developer distribution agreement with Sponsor, no financial or other compensation will be made for any other use of any Entry.

ELIGIBILITY: Except as otherwise provided in these Official Rules, the Contest is open to any third-party game developer (whether a company or other entity, individual or group of individuals)

that launches an English-language PC downloadable game on the BFG Website during the Contest Period (each, an “Entrant”). All participants on any Entrant team must be at least the age of majority in their legal jurisdiction of residence. Games developed and released by Big Fish Games Studios or by Grubby Games (collectively, “BFG Studios”) are not eligible. Subject to the foregoing, games are eligible regardless of whether they were simply licensed for distribution on the BFG Website or built with assistance from and/or purchased by Sponsor, so long as BFG Studios is not the principal developer of the game and Sponsor and its affiliates provide the relevant developer no more assistance or input than would ordinarily be the case in the absence of the Contest. Affiliates (including, without limitation, subsidiaries), advertising agencies, promotion agencies, fulfillment agencies, attorneys and agents of Sponsor (collectively, any “Sponsor-related Entities”), employees, on-site contractors acting in an equivalent capacity to employees, shareholders, officers and directors (and their immediate family members and those living in their same household) of Sponsor or any Sponsor-related Entities (collectively, all “Sponsor-related People”), and Ed Viesturs, any Affiliates (including, without limitation, controlled entities) of Ed Viesturs, and his immediate family members and those living in his same household (together with the Sponsor-related Entities and Sponsor-related People, the “Sponsor Parties”), are not eligible to participate in the Contest. Residents of Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma), Sudan and the province of Quebec are ineligible to participate. The Contest is void in these jurisdictions. Sponsor reserves the right to limit or restrict participation in the Contest to any person at any time for any reason. The eligibility of Entrants shall be determined by Sponsor in its sole discretion. Sponsor reserves the right to assist any Entrant as it would in the ordinary course in order to maximize success of an Entrant’s game.

INTELLECTUAL PROPERTY: Ownership of the underlying intellectual property of the Entrant remains the property of its rightful owner, and no transfer of ownership shall be effected by virtue of any participation in the Contest. Subject to the foregoing, each Entrant hereby grants Sponsor the limited right and license to reprint, display, reproduce, perform, use, and exhibit any Entry and/or materials and information submitted by such Entrant on and in connection with the Contest for the purpose of administering and promoting the Contest and for Sponsor’s marketing and advertising purposes. Each participating Entrant hereby warrants that any Entry and other materials and information provided by Entrant are original with Entrant and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, and do not violate any laws, rules or regulations. If the Entry or information or materials provided by Entrant contain any material or elements that are not owned by Entrant and/or which are subject to the rights of third parties, Entrant represents he, she or it has obtained, prior to submission of the Entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the Entry and information and materials by Sponsor in the manner set forth in these Official Rules without additional compensation.

Each Entrant warrants that the Entry and materials and information provided do not contain information considered by Entrant, its employees or personnel, or any other third party to be confidential. Entrant agrees that Sponsor has the right to verify the ownership and originality of all Entries and that, upon Sponsor’s request, Entrant must submit a written copy of any release or permission Entrant has received from a third party granting Entrant the right to use such property. Entrant understands and acknowledges that in the event a submission is selected as a winning Entry, and Entrant’s ownership, rights and the originality of the Entry cannot be verified to the satisfaction of

Sponsor in its sole discretion, or is in any other way ineligible, Sponsor may select an alternate winner based on the same judging criteria.

GENERAL RULES: By participating in this Contest, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor is not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of Entries in this Contest. The Sponsor reserves the right at its sole discretion to disqualify any Entrant that tampers or attempts to tamper with the Entry process or the operation of the Contest or any website, including without limitation, the BFG Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person and Entrant to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Sponsor, and award the prize from among all eligible Entries received prior to cancellation.

DISCLAIMER AND LIMIT OF LIABILITY: SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR ANY ENTRANT'S PARTICIPATION IN THE CONTEST. SPONSOR AND SPONSOR PARTIES (AS DEFINED ABOVE) SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE CONTEST, OR WINNING OR USE OF A PRIZE, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE ENTRIES; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) THE USE OR DOWNLOADING OF ANY SOFTWARE OR MATERIAL IN CONNECTION WITH THIS CONTEST; (V) TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER, ADMINISTRATION OF THE CONTEST, THE CALCULATION OF THE GROSS REVENUES OF SALES OF AN ENTRANT, OR IN THE ANNOUNCEMENT OF THE PRIZE; AND (VI) ANY OTHER CONDITION THAT MAY CAUSE THE CONTEST TO BE DISRUPTED OR CORRUPTED. SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE, TO SUSPEND OR CANCEL THE CONTEST, ALTER THE RULES OR CANCEL OR SUBSTITUTE THE PRIZE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IF AT ANY TIME A COMPUTER VIRUS, TECHNICAL PROBLEM, OR OTHER UNFORESEEABLE OR UNCONTROLABLE EVENT ALTERS OR CORRUPTS THE ADMINISTRATION OF THE CONTEST, OR THE AWARDING OR USE OF THE PRIZE.

RELEASE: BY ENTERING THE CONTEST, EACH ENTRANT RELEASES AND AGREES TO HOLD HARMLESS SPONSOR AND ALL SPONSOR PARTIES (AS DEFINED ABOVE) FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) ENTERING THE CONTEST; (II) ACCEPTANCE OR USE OF ANY PRIZE; AND (III) OTHERWISE ARISING OUT OF OR RELATING TO THE CONTEST.

PRIVACY: Entrant information submitted will be collected and used in accordance with Sponsor's Privacy Policy, which can be found at <http://www.bigfishgames.com/company/privacy.html>, subject to the other provisions of these Official Rules. Entrant and personal information will be transferred to servers located in the U.S. By entering, Entrants agree to such transfer.

CHOICE OF LAW; VENUE: Any disputes in connection with this Contest will be resolved exclusively, without resorting to a consumer class action, in the appropriate courts in Seattle, Washington in the U.S., exclusively, and subject to the laws of the State of Washington. Should there be a conflict between the laws of the State of Washington and any other laws, the conflict will be resolved in favor of the laws of the State of Washington.

WINNER'S LIST: The name of the winner will be posted on the BFG Website for a period of time beginning on or about July 20th, 2010. Requests for the name of the winner may also be sent by means of a self-addressed, stamped envelope to Big Fish Games, Inc., Climb Mt. Rainier with Ed Viesturs Contest, 333 Elliott Avenue West, Suite 200, Seattle, WA 98119 USA. Vermont residents may omit return postage.