

Official Rules for the BizCentral USA

Business Makeover Giveaway

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **SPONSOR:** The Contest is sponsored by BizCentral USA Inc. 2151 Consulate Dr., Suite 13, Orlando, FL 32837 (the "Sponsor").

2. **ELIGIBILITY:** The BizCentral USA Business Makeover Giveaway is open only to legal residents of the U.S. and Puerto Rico who are 21 years of age or older as of June 15, 2009, except employees and members of their households, whether or not related, and immediate families (spouses, parents, siblings, children and each of their respective spouses regardless of where they reside) of Main Sponsor and all subsidiaries to include CharityNet USA, ChurchNet USA and HelpNet USA are not eligible to enter or win the Grand Prize, Second Prize or Third Prize. Main Sponsor reserves the right to conduct a background check on any potential Grand Prize, Second Prize or Third Prize Winner and reserves the right in its sole discretion to disqualify any person based on such background check if Main Sponsor determines in its sole discretion that awarding the prize to such potential Winner might reflect negatively on Main Sponsor or any of the Participating Product Sponsors. By entering, all participants and/or entrants agree to release the Released Parties from and against all claims and damages arising in connection with each entrant's participation and/or entry in the Contest and/or his/her receipt or use of any element of any and all Prize(s) awarded in this Contest. Any and all warranties and guarantees with respect to any prize element are subject to the respective manufacturer's terms. This Contest is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and Puerto Rico.

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **HOW TO ENTER:** Beginning at 9:00 a.m. Eastern Time ("ET") on June 16, 2009 until 5:00 p.m. ET on September 18, 2009 (the "**Giveaway Period**"), you may enter the BizCentral Business Makeover Giveaway by doing (both) the following two (2) actions: (i) by visiting the BizCentral USA website (www.BizCentralUSA.com) and completing and submitting the online entry form (limit one (1) online entry, per valid email address, per eligible person/business); (ii) by visiting the BizCentral USA Small BizBlog website (www.BizCentralUSA.com/blog) and writing and submitting a comment that answers the question; "What hurdles, if any, has your small business faced during this recession?". The comment entry submitted must be a minimum of one hundred (100) words in order to be eligible. These official rules are also available at the BizCentral USA Website or by writing to BizCentral USA Business Makeover Giveaway - Rules Request, 2151 Consulate Dr., Suite 13, Orlando, FL 32837.

All eligible entries received will be entered in the BizCentral USA Business Makeover Giveaway. When you enter at the BizCentral USA Website, you may be asked to consent to

receive promotional e-mails, newsletters and reminders for upcoming BizCentral USA promotions and information. Consenting to receive such e-mails is optional and does not have to be agreed to in order to be eligible to enter the Contest and does not improve your chances of winning. BizCentral USA Inc. ("**Main Sponsor**"), and their respective affiliates, subsidiaries, parent corporations, advertising and promotion agencies, all local sponsors, and their respective officers, directors, shareholders, employees and agents, and any and all Internet servers and access provider(s) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the BizCentral USA Website; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing, typographical, or human or other errors; and any entries which are late, lost, incomplete, delayed, misdirected, stolen, mutilated, inaccurate, illegible or arrive postage due, or any combination thereof. Proof of mailing, in person submission, or online submission is not considered proof of delivery or receipt. All entries become the property of Main Sponsor and will not be returned. A purchase will not increase chance of winning. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MAIN SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

5. WINNER SELECTION AND NOTIFICATION: i.) One (1) potential Grand Prize Winner will be chosen by Main Sponsor on or about October 2, 2009. The potential Grand Prize Winner will be contacted either by phone, e-mail, in writing, or in person on or about October 16, 2009 (subject to change). If Main Sponsor is unable to contact the potential Grand Prize Winner within five (5) business days of the initial attempt, if the potential Grand Prize Winner fails to return all requested forms fully-executed by the specified date, or if the potential Grand Prize Winner fails to comply with these Official Rules, his/her place as a possible Grand Prize Winner will be forfeited at Main Sponsor's discretion, and an alternate Grand Prize Winner shall be selected.

Main Sponsor decisions with respect to the Grand Prize Winner and other matters pertaining to the Contest shall be final and binding. The odds of winning the Grand Prize depends upon on the number of eligible entries received for the entire Contest Period.

ii.) Two (2) potential Second Place Winners will be chosen by Main Sponsor on or about October 2, 2009. The potential Second Place Winners will be contacted either by phone, e-mail, in writing, or in person on or about October 16, 2009 (subject to change). If Main Sponsor is unable to contact the potential Second Place Winner(s) within five (5) business days of the initial attempt, if the potential Second Place Winner(s) fails to return all requested forms fully-executed by the specified date, or if the potential Second Place Winner(s) fails to comply with these

Official Rules, his/her place as a possible Second Place Winner(s) will be forfeited at Main Sponsor's discretion, and an alternate Second Place Winner(s) shall be selected.

Main Sponsor decisions with respect to the Second Place Winner(s) and other matters pertaining to the Contest shall be final and binding. The odds of winning the Second Place depends upon on the number of eligible entries received for the entire Contest Period.

iii.) Four (4) potential Third Place Winners will be chosen by Main Sponsor on or about October 2, 2009. The potential Third Place Winners will be contacted either by phone, e-mail, in writing, or in person on or about October 16, 2009 (subject to change). If Main Sponsor is unable to contact the potential Third Place Winner(s) within five (5) business days of the initial attempt, if the potential Third Place Winner(s) fails to return all requested forms fully-executed by the specified date, or if the potential Third Place Winner(s) fails to comply with these Official Rules, his/her place as a possible Third Place Winner will be forfeited at Main Sponsor's discretion, and an alternate Third Place Winner(s) shall be selected.

Main Sponsor decisions with respect to the Third Place Winner(s) and other matters pertaining to the Contest shall be final and binding. The odds of winning the Third Place depends upon on the number of eligible entries received for the entire Contest Period.

6. PRIZES: One (1) First Place Winner will receive a \$5,000 credit in BizCentral USA Inc. Business Services to be used no later than December 31, 2010. Two (2) Second Place Winners will receive a \$2,500 credit in BizCentral USA Inc. Business Services to be used no later than December 31, 2010. Four (4) Third Place Winners will receive a \$1,250 credit in BizCentral USA Inc. Business Services to be used no later than December 31, 2010.

7. GENERAL PRIZE CONDITIONS: All costs, taxes, fees, and expenses associated with a prize(s) or the acceptance and use of any element of a prize(s) not specifically addressed above are the sole responsibility of the respective winners. All federal, state, and local taxes on prize(s) are winner's responsibility. The specifics of all aforementioned elements of any prizes in the Sweepstakes shall be solely determined by Main Sponsor. Some restrictions may apply. Prizes cannot be transferred, substituted or redeemed for cash except at Main Sponsor's sole discretion. Main Sponsor reserves the right to substitute any prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion.

8. PRIVACY AND PUBLICITY: All information submitted by entrants in the Contest will be treated according to the Sponsor's Privacy Policy. Except where prohibited, participation in the Contest constitutes an entrant's consent to the Sponsor's use of his/her name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

9. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) award the prizes according to the Winner Selection guidelines from

among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Main Sponsor reserves the right to terminate or modify this contest at anytime, without prior notification.

10. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, entrants agree to release and hold harmless the Sponsor, BizCentral USA Inc. their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry form or blog entry.

Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. CONTEST RESULTS: Beginning on or about November 2, 2009 you may obtain the name of the Grand Prize Winner, Second Place Winner and/or Third Place Winner, by mailing a self-addressed stamped envelope to: BizCentral USA Business Makeover Winners List, 2151 Consulate Dr., Suite 13, Orlando, FL 32837. Requests received after December 31, 2009 will not be honored.