

**"BECOME THE PUBLISHER OF FLAVORPILL MELBOURNE"
OFFICIAL RULES**

Sponsored by Flavorpill Productions, LLC ("Flavorpill")

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Voting Entry Period: "BECOME THE PUBLISHER OF FLAVORPILL MELBOURNE" (the "Sweepstakes") commences at 12:00:01 AM (ET) on November 4, 2009 and ends at 11:59:59 PM (ET) on February 15, 2010 (the "Sweepstakes Period"). All entries must be received by 11:59:59 PM (ET) on February 15, 2010.

3. Sweepstakes Overview: Entry into this Sweepstakes is accomplished by submitting, in accordance with these Official Rules, a resume and writing sample to www.flavorpill.com/explorers.

4. Eligibility: This Sweepstakes is open to solely legal residents of the United States and the District of Columbia who are citizens of the United States. Entrants must be at least 18 years of age and 30 years of age and under at time of entry. Employees of Flavorpill and Tourism Australia (and their immediate families, i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Flavorpill Productions, LLC and their respective affiliated companies or subsidiaries are not eligible to enter Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Flavorpill, and by the decisions of Flavorpill, which are final in all matters relating to the Sweepstakes; (b) to release and hold harmless Flavorpill and Tourism Australia and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or use or misuse or redemption of a Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.

5. To Enter: Visit <http://www.flavorpill.com/australia> and complete all the required fields on the online entry form including a resume and writing sample. One entry per person/e-mail address. All entries become the non-exclusive property of Flavorpill and will not be acknowledged or returned. By providing entrant's e-mail address, entrant grants Flavorpill the right to send entrant commercial e-mail messages from Flavorpill only.

All writing samples must be an original work of entrant and not infringe or violate any copyright, trademark, right of publicity or privacy, or other intellectual property or contractual rights of any person or entity. Only digital entries will be accepted. Digital files must be sent in Word or PDF format and not exceed 2MB. Flavorpill shall have the right to edit, adapt, and publish any

or all of the entries, essays and photographs, and may authorize others to do so, and may use them in any and all forms of media, in perpetuity throughout the universe, whether print or electronic, including websites, known or unknown; and to edit or alter the same at their sole discretion and to use and to license others to use in any manner or media whatsoever, in perpetuity throughout the universe, including without limitation, unrestricted use for purposes of but not limited to publicity, editorial, promotional, and advertising, without attribution or compensation to the entrant, his or her successors or assigns, or any other person or entity, and entrant waives any right to inspect or approve the finished version(s).

Entrants must also electronically acknowledge and agree to the terms of Flavorpill's Privacy Policy and Terms of Use. All entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries". There is a limit of one (1) Grand Prize per entrant. The odds of becoming a winner depend on the number of Eligible Entries received.

In the event of a dispute over who submitted a winning online entry, the person whose name is on the resume submitted will be presumed to be the entrant. Entrants may be required to provide us with proof that he/she is the authorized account holder of the associated e-mail address.

6. Grand Prize Winner Selection/Notification: There will be one (1) grand prize winner (the "Grand Prize Winner") chosen. Eligible Entries will be judged based on experience, proven ability, writing style and ability, ability to forward the Flavorpill brand, work independently, meet deadlines, and other job qualifications after an interview process conducted by Flavorpill. Between January 29, 2010 and February 12, 2010, Flavorpill will select and conduct interviews with the top six (6) eligible potential Grand Prize Winners. On or about March 11, 2010, the top entrant will be declared the potential winner (the "Grand Prize Winner"). Entries that are deemed inappropriate to the image of Flavorpill, and/or slanderous, lewd or otherwise offensive will be disqualified. The potential winner will be notified by e-mail and/or telephone. If potential Grand Prize Winner cannot be contacted, does not respond within two (2) days, or the prize or prize notification is returned as undeliverable, such potential Grand Prize Winner forfeits all rights to any prize, and an alternate winner will be awarded the prize. All decisions of the judges are final and binding in all respects..

7. Grand Prize Winner Verification: The potential Grand Prize Winner must prove eligibility, including, without limitation, proof of age, residence, citizenship and possession of a valid United States passport within two (2) days of being notified as a potential Grand Prize Winner. In the event of non-compliance by a potential Grand Prize Winner, such potential Grand Prize Winner shall be disqualified and all privileges otherwise due as a Grand Prize Winner shall be terminated and an alternative potential Grand Prize Winner may be chosen from among all of the remaining Eligible Entries received in

the Flavorpill' sole discretion. The Grand Prize Winner must sign within two (2) days of receipt of such documents from Flavorpill: (a) an affidavit of eligibility and release of Flavorpill and Tourism Australia and their officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes directly or indirectly from acceptance, possession, or misuse of any Grand Prize or participation in this Sweepstakes to be eligible for the Grand Prizes; and (b) except where prohibited by law, a promotional release granting Flavorpill the right to use their name and likeness for advertising and publicity purposes without additional compensation. Entry into this Sweepstakes constitutes agreement to sign such releases. Grand Prize Winner also must acknowledge that Flavorpill has not and will not obtain or provide insurance of any kind relating to the Grand Prizes and that Grand Prize WINNER WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ANY FORM OF INSURANCE RELATING TO THE GRAND PRIZE, INCLUDING, BUT NOT LIMITED TO TRAVEL AND HEALTH INSURANCE. Grand Prize Winner must also complete any additional legal documents provided by Flavorpill (or third party on its behalf, if applicable) with respect to the Grand Prizes and return them as instructed within the timeframe specified by Flavorpill or Grand Prize Winner may forfeit Grand Prize at Flavorpill's sole discretion. All decisions of the Flavorpill relating to the Sweepstakes are final. Flavorpill expressly reserves the right to delay the announcement of the Grand Prize Winner for creative or technical reasons or for any other reason the Flavorpill deem necessary.

8. Grand Prize: The Grand Prize Winner will receive: One (1) return airfare to Melbourne from the Grand Prize Winner's closest airport and return ground transportation, and 12 nights accommodation (sponsored by Tourism Australia and partners)

The approximate retail value of each prize package is \$3,000.00, depending on exact itinerary. Actual value may vary based on airfare fluctuations and distance between departure point and destination. Winner must be available to travel on the same itinerary as selected by Flavorpill. You must be eighteen (18) years of age or older as of the date of departure and have a valid passport. You cannot ever have been convicted of a felony.

9. General Prize Terms & Job Description: All costs and expenses not specifically listed above, including, without limitation, any accommodations, meals and entertainment, to be used in connection with the Grand Prize are solely Grand Prize Winner's responsibility. The value of the Grand Prizes will be taxable to Grand Prize Winner as income. Grand Prize Winner must supply Flavorpill with his/her social security number for tax purposes.

The Grand Prize Winner will be Flavorpill's Melbourne Publisher (the "Publisher"). Winner must be approved and granted a Work and Holiday Visa (SUBCLASS 462)

The Work and Holiday (Subclass 462) visa is for young people aged 18 to 30 who want to travel and work for up to 12 months in Australia. This visa allows you to supplement the cost of your holiday through periods of temporary or casual employment.

What does the visa let me do?

If you are granted a Work and Holiday visa you can:

- enter Australia at any time **within 12 months** of the visa grant date
- stay in Australia for up to 12 months from the date of first entry
- leave and re-enter Australia any number of times from the 12 months from the date of first entry
- undertake temporary employment in Australia for up to six months with each employer
- study for up to four months.

You must pay a non-refundable visa application charge when you lodge your visa application. As at September 25, 2009 the Work and Holiday visa (subclass 462) application charge is AUD\$230.

Tourism Australia DOES NOT grant Work and Holiday (subclass 462) visas and do not have any influence with the granting of these visa's.

To learn more about your potential eligibility for a Work and Holiday (Subclass 462) visa visit the Australia Government Department of Immigration and Citizenship. <http://www.immi.gov.au/visitors/working-holiday/462/usa/>

Tourism Australia is not responsible for Grand Prize Winner's employment or any conditions thereof. All aspects of the Grand Prize Winner's employment as Publisher and the administration of this Sweepstakes shall be the sole responsibility of Flavorpill.

The Publisher is responsible for curating (and writing some of) the content that runs in the Publisher's city; for hiring and maintaining a team of local writers, and editing and publishing their content. The Publisher will be responsible for generating revenue by selling banner inventory or by hiring local talent to do the same. The Publisher will be in charge of a set budget and will decide what runs and what doesn't. Additionally, Publisher will seek out and manage local partnerships, looking to raise Flavorpill subscriptions and visibility. Qualified Publishers should be active in their cultural communities, with a strong interest in art, music, dance, theatre, or literature, as well as the city itself. Additionally, Publisher should have

experience with cultural writing, blogging, or web publishing, and have strong organizational skills. Editing and proofreading skills a must. The pay for the Melbourne Publisher role is four hundred US dollars (USD\$400) per week. The position of Publisher is at will and can be terminated with or without cause.

Grand Prize Winner must start work in Melbourne on September 1, 2010. Upon entry into the Sweepstakes, Grand Prize Winner (as well as all other entrants) is required to comply with any and all applicable federal, state, and Australian and other local laws, rules, and regulations. All federal, state and Australian and other local taxes, and any other costs not specifically provided for in these Official Rules are solely the Grand Prize Winner's responsibility. Flavorpill shall have no responsibility or obligation to the Grand Prize Winner or a potential Grand Prize Winner who is unable or unavailable to accept the Grand Prize as described herein.

No substitution, transfer or cash equivalent of the Grand Prizes or any portion thereof permitted.

10. General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A GRAND PRIZE WINNER OR ANY BEHAVIOR BY A GRAND PRIZE WINNER THAT WILL BRING SUCH GRAND PRIZE WINNER OR FLAVORPILL INTO DISREPUTE (IN FLAVORPILL'S SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION AS A GRAND PRIZE WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A GRAND PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Flavorpill assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. Flavorpill are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Sweepstakes or the voting process. Flavorpill are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Grand Prizes and the Grand Prize Winner. If, for any reason, the Sweepstakes (including, but not limited to, any aspect of the online voting process) is not capable of running as planned, or are disrupted or corrupted, including, without limitation, strikes, acts of war or terrorism, infection by computer virus, bugs, tampering,

unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Flavorpill which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason Flavorpill deems it necessary, Flavorpill reserve the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or the online voting process or to determine the Grand Prize Winner in their sole discretion. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on www.flavorpill.com/explorers and the Grand Prizes may be awarded to winners to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Flavorpill. All interpretations of these Official Rules and decisions by Flavorpill are final. No software-generated, robotic, programmed, script, macro or other automated votes or online or text message entries are permitted. Flavorpill reserves the right in its sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FLAVORPILL RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless the Flavorpill from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against Flavorpill, and hereby acknowledge that Flavorpill 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 the Grand Prizes, including express warranties provided exclusively by a prize supplier that are sent along with the Grand Prizes.

11. Request for the Names of the Grand Prize Winner and Official Rules: For the names of the Grand Prize Winner and/or Official Rules, send a self-addressed stamped envelope to:

Flavorpill Productions, LLC
"Become the Publisher of Flavorpill Melbourne Sweepstakes"

594 Broadway, Suite 1212
New York, NY 10012

All requests for a copy of the Official Rules and for the names of the Grand Prize Winner must be made by June 15, 2010. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Grand Prize Winner". Vermont residents may omit return postage if requesting a set of Official Rules.

12. Sponsor: This Sweepstakes is sponsored by Flavorpill Productions, LLC, 594 Broadway, Suite 1212, New York, NY 10012.