

2009 HIV Photo & Video Contest Official Rules

1. NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The 2009 HIV Photo & Video Contest (“Contest”) is only open and offered to legal residents of the 50 United States and the District of Columbia who are 18 years of age (or the age of majority in their jurisdiction, whichever is greater) or older. Void where prohibited. Employees, officers and directors of Bristol-Myers Squibb Company (“Sponsor”), its agents, subsidiaries, affiliated companies, and advertising and promotion agencies (“Agents”) and their immediate families (children, spouse, parents, siblings) and those living in their same households, whether or not related, are not eligible. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects.

2. CONTEST PERIOD: Contest begins 12:00:01 a.m. Eastern Time (ET) on March 1, 2009, and ends 11:59:59 p.m. (ET) on May 15, 2009 (the “Contest Period”).

3. TO ENTER: Entrant can submit either a photo with essay or a video entry. **Photo-Essay Entry:** Submit a photo that you took that best expresses how you personally choose to fight HIV your way, along with a description (no more than 50 words) of what the picture represents (“Photo-Essay Entry”). **Video Entry:** Submit a video (no more than 60 seconds in length) that you filmed that best expresses how you personally choose to fight HIV your way. (“Video Entry”) **Internet Entry Submission:** Visit www.hivphotovideocontest.com (“Website”) during Contest Period. Accurately complete official entry form by providing your name, complete address, daytime phone number, birth date and e-mail address, and follow online instructions for attaching and submitting your Photo-Essay Entry or Video Entry. Entries received without a complete and accurate entry form will be disqualified. Internet Entry Submissions must be received and recorded by Sponsor’s computer during the Contest Period. Information submitted via Website is subject to that Website’s Privacy Policy. **Mail-In Entry:** Hand print or type your name, complete address, birth date and daytime phone number on an official Entry form and mail together with Photo-Essay Entry or Video Entry on CD or DVD. Please be sure your full name appears on each component of the Entry, and submit in a first-class stamped envelope to: “2009 HIV Photo & Video Contest,” Dept. 5918, PO Box 5008, Stacy, MN 55079-5008.

Photo-Essay’s and Video Entries (“Entries”) must be postmarked by May 15, 2009, and received by May 22, 2009. If an entrant mails in an actual photographic print with essay, the photo must be no larger than 8” x 10” and no smaller than 3” x 5”. Keep negatives [or native electronic format] as Sponsor may request negatives (or native electronic format file) from Finalists/Winners who submitted a photographic print. Copies, facsimiles and mechanical reproductions are ineligible. **Limit one (1) Entry per person, regardless of entry method.** All Entries and materials submitted become property of the Sponsor and will not be acknowledged or returned. For an official Entry form and a copy of the rules, send a 3” x 5” card containing your name and address, for receipt by April 25, 2009, to: “2009 HIV Photo & Video Contest” Entry Form Request, Dept. 5918, PO Box 5008, Stacy, MN 55079-5008. Sponsor is not responsible for lost, late, illegible, misdirected, damaged or postage-due mail.

4. ENTRY GUIDELINES: Entrant is responsible for obtaining publicity releases from any/all subjects appearing or mentioned in the entry. **Entries must not include any mention of names of HIV medication.** Entries must not include any entity’s brand name, logo, company name, trademark, service mark, copyrighted material, or material that is in any way proprietary. Maximum allowable file sizes are 5 MB for a Photo Entry and 100 MB for a Video Entry. Video Entries should be a minimum resolution of 320 x 240 pixels, and acceptable formats include

AVI, MPG, MOV and WMV. Photos should be taken using camera's highest-quality resolution for better reproduction, should your photo be selected as a winning Entry. Entries that exceed the 50-word description count, are not received by the Entry due dates as stated above, and/or do not meet these Entry Guidelines will be disqualified.

By submitting an Entry, you warrant that Entry does not violate any law, regulation or right of any third party, including but not limited to copyright, trademark, rights of publicity or privacy, that you have followed the Official Rules of the Contest and that the Entry has not been published or submitted in any other competition. If Entry contains an identifiable person other than entrant, by submitting Entry, entrant represents and warrants that he/she has obtained the consent of such person to use the essay/photo/video as outlined herein and such person will be required to provide written consent form prior to any awarding of prizes. No prize will be awarded without consent received.

5. SCREENING: All entries received will be screened by Promotion Management Center, Inc. to ensure compliance with the entry guidelines prior to the Judging-First Round.

6. DISQUALIFICATION: Any Entry that, in the sole opinion of Sponsor, is considered inappropriate or not suitable for publication will be disqualified.

7. JUDGING-FIRST ROUND: All eligible entries will be judged by a panel of judges that Sponsor has selected. Photo-Essay Entry will be treated as a single work and will be judged as a whole. Photo-Essay Entries and Video Entries will be judged separately, using the same criteria. Entries will be judged on the following criteria: Impact of Visual and Verbal Expression of How to Fight HIV (50%); Creativity/Originality (30%); Overall Artistic Quality of Entry (20%). To the extent possible, Five Photo-Essay Entry Finalists and five Video Entry Finalists will be determined by highest cumulative points awarded by the judges. In case of a tie, the tie between entries will be broken by cumulative points awarded for Impact of Visual and Verbal Expression of How to Fight HIV. If tie continues, then tie(s) will be broken by the Entry with highest cumulative point score in Creativity/Originality. If tie continues, then ties will be broken by Entry with highest cumulative point score in Overall Quality of Entry. If tie cannot be broken, tied entries will be evaluated by a new judge according to original criteria, and the tied Entry with the highest cumulative score by the new judge will be declared a Finalist. Finalists will be determined on/about July 15, 2009 from all eligible entries received. Attempts will be made to notify potential Finalists by phone and mail on/about July 22, 2009.

8. JUDGING-SECOND ROUND: Photo-Essay Entry Finalists and Video Entry Finalists will be entered into a second round of the contest judging, conducted by the public voting on the Website. The Photo-Essay Entry and Video Entry receiving the most second round votes will be the two potential Grand Prize Winners ("Winners"). Sponsor will attempt to notify potential Winners via regular mail, overnight mail and/or phone on/about August 2009.

9. PRIZE/CERTIFICATES: Each Finalist (10) will receive a Certificate of Merit. Two Grand Prize Winners (2): One (1) Grand Prize Winner for the Photo-Essay category and one (1) Grand Prize Winner for the Video category will be selected. Trip for each Winner and a guest to attend the opening of the exhibit ("Exhibit"). Winner's Photo-Entry or Video Entry will also be displayed at the Exhibit and may be featured in a book with DVD. Trip portion of prize consists of roundtrip coach air transportation (from major commercial airport nearest winner's U.S. residence), standard hotel accommodations (one room, double-occupancy) for two (2) nights, limited ground transportation (as determined by Sponsor), and \$500 spending

money (awarded in the form of a check payable to winner). Travel dates to be determined by Sponsor at a later date but are tentatively scheduled to take place in September or October 2009. If Winner cannot travel on dates specified by Sponsor, trip portion of prize will be forfeited and its value not awarded. Actual value of prize depends on city, date and time of departure. Travel and accommodations are subject to change, availability, certain restrictions, and black out dates may apply. Expenses not stated herein are solely the responsibility of the winner. The difference between any stated prize value and actual prize value will not be awarded. Approximate Retail Value (ARV) up to \$2,750. **Award of Distinction Winners (90):** Winner's Photo-Entry or Video Entry may be displayed in Exhibit, and may be featured in a book with DVD (ARV \$25 each). Total ARV of all prizes up to \$7,750. Additionally, Finalists'/Winners' Entries may appear in Sponsor's advertisement(s), promotional/educational material(s) and/or on Sponsor's Website, but Sponsor is not obligated to make any such use, and any use of Photo-Entry, Essay or Video Entry description is at the sole and exclusive option of Sponsor. If Finalist/Winner chooses to accept a prize, but wishes to remain anonymous, he/she will be able to indicate so on the Release. Winner's submission will appear as "Anonymous" in all publications and Exhibit if requested so by winner. Limit one (1) prize per person. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable. Unclaimed prizes will not be awarded.

10. GENERAL CONDITIONS: By entering, entrants agree that (a) Sponsor, its parents, agents, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents are released, will have no liability whatsoever for, and shall be held harmless by entrant against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest-related activities, including any travel related thereto, and the use of the entry in any manner and (b) except where legally prohibited, Finalists/Winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and/or entry (and notwithstanding anything to the contrary in these Official Rules, license use of entry, which may be altered, changed, modified, edited, used alone, together or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. All federal, state and local income and other taxes on prizes are solely Winner's responsibility.

11. AFFIDAVIT/RELEASES/ASSIGNMENT: Finalists will be required to complete, execute and return an affidavit of eligibility, liability and, where lawful, publicity release within ten (10) days of Finalist notification. Grand prize winner's guest, or if a minor, the guest's parent or guardian, must complete, execute and will also be required to complete, sign and return a liability release, and where lawful, a publicity release, prior to receiving travel documents. Minor must travel with a parent or legal guardian. Recognizable/named person(s) in Finalists' Entries will also be required to complete, sign and return a release prior to confirmation of entry as a prize winner. Each Finalist's Entry will be deemed a Work Made For Hire under Copyright laws of the U.S., and in addition, photographer and/or Finalist may be required to complete, sign and return an irrevocable assignment, in the US and worldwide, of any and all right, title and interest that either or both may have in the photograph, including but not limited to, copyright and "Droit Moral" or "Moral Rights" (if any), therein, for valuable consideration, the receipt and sufficiency

of which is hereby acknowledged. If any of the required documentation is not returned within allotted time period, or if a Finalist's notification is returned as non-deliverable, or if a Finalist is found to be ineligible or otherwise not in compliance with these Official Rules, Finalist will be disqualified and prize will be awarded to the next qualifying entrant. It will be the Entrant's responsibility to secure Releases from persons in photograph and photographer's assignment of rights. All completed & executed Releases of persons in Finalists' photographs, and photographers' assignments of rights, may be required to be returned to independent judging agency within seven (7) days of notification. Should Sponsor fail to request said Releases and/or assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request those Releases and/or assignment. Any such assignment may be in a form and contain such provisions, as solely deemed by Sponsor, reasonably necessary to acquire the ownership of record of all right, title and interest in and to photograph, and copyrights and Moral Rights transferred, or which may be transferred, under this Agreement.

12. LIABILITY LIMITATIONS: Neither Sponsor nor its Agents are responsible for lost, late, stolen, illegible, misdirected, postage due or non-delivered entries; or for lost, interrupted or unavailable satellite, network, server, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite, cable hardware, software or lines, technical failure, jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor, its Parent, Affiliates, Subsidiaries and related Companies, their Respective Agents, Advertising or Promotion Agencies or any of their Respective Officers, Directors, Employees, Representatives and Agents, are responsible for any incorrect or inaccurate information, whether caused by users, or by any equipment or programming associated with or utilized in this Contest, and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking the Website or any electronic devices. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Contest, to be acting in violation of the terms of the Contest or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. Neither Sponsor nor its agencies are responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. If, for any reason, Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Contest, and determine Finalists/Winners from eligible entries received prior to action taken or as otherwise deemed fair and equitable by Sponsor. In the event of premature termination of any portion of the Contest, notice will be posted at www.hivphotovideocontest.com. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry used to enter will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

13. FURTHER LIABILITY LIMITATIONS. IN NO EVENT WILL SPONSOR, ITS PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR RESPECTIVE AGENTS ADVERTISING OR PROMOTION AGENCIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

14. WINNERS LIST: To request a list of winners, write your name and complete address on a 3"x5" card for receipt by March 30, 2010, and mail in a first-class stamped envelope to: 2009 HIV Photo Video Contest Winners List Request, Dept. 5918, PO Box 5008, Stacy, MN 55078-5008.

SPONSOR: Bristol-Myers Squibb Company, PO Box 2899, Palatine, IL 60078-2899.