

"Create-A-Comic"
A Marvelous Comic Book Contest
Official Rules

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

2. ELIGIBILITY: "Create-A-Comic" A Marvelous Comic Book Contest (the "Contest") is open only to residents of the District of Columbia and to residents of 47 states of the United States (Contest void in the states of: AK, HI and VT). In addition, as of 2/6/06 entrants must be in elementary school grades 3 or 4. The children of employees of the Sponsors, and of their respective parent companies, subsidiaries, affiliates, and agents, plus the children of the household members or immediate family members (defined as parent, spouse, child, sibling, or grandparent) of the foregoing employees are NOT eligible to enter the Contest.

3. TIMING: Contest starts on 2/6/06 and ends on 4/10/06 (all entries must be received by this end date).

4. HOW TO ENTER: There are two ways to enter: a) A teacher may submit an entry for the whole class, for a group (or groups) of students from the class, or from an individual student ("School Entry") or; b) A parent/legal guardian may submit an entry for his/her child/ward ("Personal Entry"). You may submit more than one entry, but each entry must be unique. All entries must contain the drawings and text for a new comic that the entrant(s) would like to submit for entry in the Contest. All entries must include your idea for a comic front cover and at least two comic story pages (please type or write neatly). Be sure to include the following with your entry (on a separate page): The full name of all entrants submitting an entry (include the school grade for each entrant listed), the name of the adult submitting the entry (a teacher or parent/guardian) (the "Adult Facilitator"), the Adult Facilitator's telephone number, the name and complete address of the school of the entrant(s), and the school's telephone number. If the entry is submitted by a parent/guardian, then please also provide your home address. **Mail your entry to:** "Create-A-Comic" A Marvelous Comic Book Contest, P.O. Box 698, Dana Point, CA 92629-0698 (use 1st-class, stamped envelope). The drawing(s) and story(s) submitted with a Contest entry must be original, unpublished, cannot have been submitted in any other competition, and must not infringe or violate any third-party rights, including but not limited to the rights of copyright, trademark, privacy and publicity. By submitting an entry it will be understood that at the time of submission all rights to an entry are owned by the Adult Facilitator who submits the entry and that the Adult Facilitator has obtained all such rights from each entrant. In addition, submission of an entry constitutes consent of the Adult Facilitator to be bound by these Contest Official Rules and the decisions of the Sponsors and/or judges, whose decisions shall be final and binding in all respects. See Rule 8 for judging criteria.

5. NATIONAL GRAND PRIZE: One (1) national grand prize will be awarded consisting of: a) One \$1,000 Target GiftCard awarded to the winner's school for use by the winner's teacher for class and party supplies; b) A \$20 Target GiftCard for each student and teacher in the winner's class (maximum 30 GiftCards); c) An in-school event featuring Spider-Man, which has no commercial value (the "Event"); d) A year's subscription awarded to the winner's school library for: "Marvel Adventures - Spider-Man," plus "Marvel Adventures - Fantastic Four" with an approximate retail value ("ARV") of \$48; e) An official Target/Marvel winner's certificate for the winner's classroom. The maximum total cumulative ARV of the national grand prize is \$1,648.

6. STATE PRIZES: Forty-seven (47) state prizes will be awarded (one state prize will be awarded to the winning entry from each of the eligible forty-seven [47] US states). In the event that no eligible entries are received from an eligible state, the state prize for that state will not be awarded. In the judging process, entries from the District of Columbia will be included with the entries from the state of Maryland (the District of Columbia will not have a separate prize). Each state prize consists of: a) One \$500 Target Gift Card awarded to a winner's school for use by a winner's teacher for class and party supplies; b) A \$10 Target Gift Card for each student and teacher in the winner's class (maximum 30 GiftCards per class); c) A year's subscription awarded to each winner's school library for: "Marvel Adventures - Spider-Man," plus "Marvel Adventures - Fantastic Four" with an ARV of \$48; e) An official Target/Marvel winner's certificate for each winner's classroom. The maximum total cumulative ARV of each state prize is \$848.

7. PRIZES, GENERAL: The maximum total cumulative ARV of all forty-eight (48) prizes to be awarded in the Contest is \$41,504. Limit one prize per School Entry/Personal Entry. The principal of the national grand prize winner's school must provide consent for the Event to take place within the winner's school facility and must also agree for the Event to be scheduled to take place on or before 5/19/06. Should the above-mentioned principal not be in agreement with the above-mentioned event conditions, the Event will be forfeited and will not be awarded. A maximum of thirty (30) Target GiftCards (national grand prize: \$20 each; state prizes: \$10 each) will be awarded for each national grand prize and state prize award. Should a winner's class size (including students and teacher[s]) exceed thirty (30), the class teacher will need to submit proof (as deemed acceptable by the Sponsors) that the class size is greater than thirty (30). Sponsors are awarding the Event on a "AS-IS" basis without warranty, guaranty or representation of any kind express or implied. Prizes are nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsors in the event that a prize (or part thereof) cannot be awarded, in which case Sponsors will at their sole discretion award a prize (or part thereof) of equal or greater value. Subject to sufficient eligible entries, all prizes will be awarded. Each winner is solely responsible for any and all taxes due for a prize (except a prize awarded to a winner's school, if the school is a 501(C)(3) or 509(A)(1) tax exempt school), as well as all other fees, surcharges, and expenses not mentioned herein and associated with acceptance, award, enjoyment, and/or use of a prize.

8. JUDGING: All eligible entries received will be judged by the Sponsors using the following criteria: creativity (45%), originality (25%), story interest level (20%), story flow and writing level (10%). The grade level of entrant(s) will be considered when judging. In the event of a tie, tied entries will be judged on creativity only.

9. NOTIFICATION: On or about 4/14/06, in prize-level order (starting with the national grand prize winner) the Adult Facilitator of each winner will be contacted by mail, and must within seven (7) days of notification postmark correctly complete, execute and return as directed (via overnight delivery) an Affidavit, Waiver, Release and Indemnity Agreement, and where lawful, a Publicity Release (plus any additional document(s) that may be required at the sole discretion of Sponsors). Failure to comply with the requirements of this paragraph (and/or the return of a prize notification and/or prize as non-deliverable) may result in disqualification and in the forfeiture of any right to a prize, in which case, the prize may be awarded to the entrant ranked next in line for the relevant prize award, provided a sufficient number of eligible entries are received.

10. RELEASE: As a result of the submission of an entry in the Contest, and/or as a result of agreeing to the acceptance of a prize, the Adult Facilitator on behalf of themselves and where applicable the respective entrant(s) agree: a) To defend, release and hold harmless the Sponsors, their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, employees, representatives, and agents (collectively "Releasees") from and against any actions, claims and/or liability for injury, loss or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in this Contest, and/or the use, acceptance, or possession of a Contest prize, and/or participation in, or attendance at a Contest prize activity; b) To consent to and give the Sponsors the right in perpetuity to use the Adult Facilitator's names, address, picture, portrait, likeness, voice, video, statements, quotes, prize information, and submitted entry materials (in whole or in part, as may be adapted, edited, cropped or modified, as solely determined by Sponsors) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without additional consideration, unless prohibited by law; c) To release the Releasees from any liability in connection with entries that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; d) To release the Releasees from any liability in connection with any typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to errors in advertising, these official rules, the selection and announcement of a winner(s), or the distribution/awarding of a prize(s).

11. CONDITIONS: Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest. In the event that the Contest is infected by a computer virus/worm, or is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure) or any other cause which in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsors reserve the right in their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend this Contest. In the event of such cancellation, termination, modification or suspension, notice thereof will be posted at www.coverconcepts.com, and winner(s) will be determined from among all eligible non-suspect and/or non-disqualified entries using the judging criteria mentioned above. In such event, Releasees shall have no liability to any participant who is disqualified due to such an action. Failure to enforce any term of these official rules shall not constitute a waiver of that provision. Submitted entries shall be deemed to be works-made-for-hire owned by Sponsors under the copyright laws of the United States, and submission of an entry by an Adult Facilitator shall constitute and be deemed to be the Adult Facilitator's irrevocable consent (on behalf of themselves and the entrant[s]) to transfer and assign all rights, title and interest in a submitted entry to Sponsors, including but not limited to the copyright, and renewal rights worldwide, and to execute all documents and take all actions deemed reasonably necessary by Sponsors to effect, record and perfect any requested assignment. Submitted entries and materials will not be acknowledged or returned.

12. LAWS: Subject to all federal, state, and local laws and regulations. Void where prohibited.

13. WINNERS' LIST: For a winners' list, mail an SASE by 5/30/06 to: "Create-A-Comic" A Marvelous Comic Book Contest, Winners' List, P.O. Box 459, Dana Point, CA 92629-0459. **TO VIEW THE WINNING COMICS, GO TO TARGET.COM/TEACHERS AFTER 5/1/2006.**

14. SPONSORS: Marvel Entertainment, Inc., 417 5th Ave., 11th Floor, New York, NY 10016 and Target Corporation, 1000 Nicollet Mall, Minneapolis, MN 55403 (together the "Sponsors").