

**SHOW YOUR IMPACT
MICROSOFT – TECHSOUP STORY CONTEST**

PRIZE NOTIFICATION

Date: July __, 2009

Entrant Organization Pangea Foundation

Entrant Project In a World Plagued by Disasters... Finally There's Help

On behalf of TechSoup, congratulations on being judged the winner of the [Transformations to Maximize Impact](#) category in our "Show Your Impact" Microsoft-TechSoup Story Contest ("Contest")!

Please read the below [Publicity Consent And Liability Release Agreement](#) and return a signed copy of this Agreement to TechSoup to ensure your cash prize will be delivered to you in accordance with the Contest Official Rules.

TechSoup Global
Cameron Jones
435 Brannan St., Suite 100
San Francisco, CA 94107
Fax: 415 633 9400

PUBLICITY CONSENT AND LIABILITY RELEASE AGREEMENT

**SHOW YOUR IMPACT
MICROSOFT-TECHSOUP STORY CONTEST**

This Publicity Consent and Liability Release Agreement ("Agreement") is made and entered into as of the __ day of _____, 2009, by Pangea Foundation, a non-profit organization organized under the law of California and whose principal address is 3368 Governor Drive, Suite F181, San Diego, CA 92122 ("Winner"), in favor of Microsoft Corporation, headquartered at One Microsoft Way, Redmond, WA 98052-7329, USA, and TechSoup Global, headquartered at 435 Brannan Street, Suite 100, San Francisco, CA 94107 ("Sponsors").

RECITALS

- A. Winner timely submitted an entry to Sponsors' *Show Your Impact; Microsoft-TechSoup Story Contest* ("Contest")
- B. Winner's entry met all conditions and requirements set forth in the Contest Official Rules, and was judged the winner in its category from all eligible entries in such category;

C. Winner is now eligible to claim the US\$5000.00 (USD) cash prize and free Microsoft product available through TechSoup Global, of retail value US\$25,000.00 (“Prize”);

D. According to the Contest Terms and Conditions, as a condition to claiming the Prize, Winner must execute a publicity consent and liability release, which follows.

CONSENT AND RELEASE

1. **Prize Availability.** Winner acknowledges that the Prize is not transferable and that there will be no substitutions or cash redemptions allowed to Winner except at the sole discretion of Sponsor.

2. **Publicity Consent.** Winner hereby irrevocably consents to Sponsors’ use of Winner’s name, likeness, and/or voice without compensation in publicity and advertising concerning Sponsors’ products and services, including any further promotion relating to the Contest.

3. **Release.** Winner acknowledges that by accepting this Prize, Winner assumes all risks associated with acceptance and use of such prize. Winner hereby forever generally and completely releases and discharges Sponsors and their agents, directors, officers, employees, attorneys, insurers, servants, parents, divisions, subsidiaries, predecessors, successors and representatives, of and from any and all claims and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, and in particular of and from all claims and demands of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present, and future, arising out of or in any way relating to the parties’ respective obligations, activities, and/or dealings with one another regarding the Contest, the Prize, and any publicity relating to the Contest, the Prize, and/or acceptance, possession, use, or misuse of the Prize. It is understood and agreed that this is a full, complete, and final general release of any and all claims described as aforesaid, and Winner agrees that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity or otherwise. Winner has read and fully understands the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are expressly waived. Section 1542 reads as follows:

“Section 1542. (General Release - Claims Extinguished.) A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

4. **Governing Law.** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed within California.

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a

mere recital. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein, and Winner has carefully read this Agreement and signs the same of his or her own free will.

6. **Binding Agreement.** Winner represents that Winner has the full power and authority to enter into this Agreement. This Agreement shall bind the heirs, assigns, and personal representatives of Winner, and shall inure to the benefit of Sponsors, and Sponsors' successors-in-interest and assigns.

IN WITNESS WHEREOF, this Publicity Consent and Liability Release Agreement is

hereby executed on _____, 2009 in _____, _____.
Month/Day City State

By Winner: _____

Printed Name: _____

Resident Address: _____

Email Address: _____