

Please read the Official Rules below before participating in the BlowForHalf™ Contest.

Apple is in no way a participant or sponsor of this contest

WITH THE PURCHASE of THE BlowForHalf™ APPLICATION YOU ARE ELIGIBLE TO ENTER THE BlowForHalf™ CONTEST. THIS CONTEST IS OPEN TO PERSONS WHO ARE: (A) REGISTERED USERS; (B) LEGAL RESIDENTS OF ONE (1) OF THE FIFTY (50) UNITED STATES OR WASHINGTON D.C., AND (C) MUST HAVE A PARENT'S PERMISSION TO PARTICIPATE AND UTILIZE THE REGISTERED BlowForHalf™ ACCOUNT IF UNDER AGE OR BE AT LEAST EIGHTEEN (18) YEARS OF AGE OR AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AND OLDER, WITH A VALID DRIVER'S LICENSE OR STATE ID AT THE DATE OF ENTRY IN THE CONTEST. VOID IN CANADA, PUERTO RICO, ALL OTHER US TERRITORIES AND POSSESSIONS OF THE UNITED STATES, OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW.

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Introduction

BlowForHalf™ Contest

Welcome to the BlowForHalf™ Contest. The BlowForHalf™ Contest (the "Contest") is a competition based on results of the BlowForHalf™ application submissions directly from an iPod Touch or iPhone device. Each submission will store the revolution(s) captured and a date/time stamp. The ranking of submissions is set forth in the section below.

The grand prize (the "Grand Prize") will be awarded to the top ranked score as described in the Prizes section of these ("Official Rules").

Submissions will begin on Tuesday, August 10, 2010. The Contest will run from August 10, 2010 through the final day of the year December 31, 2010. Submission deadline is set forth in the Submission Deadline section of these Official Rules.

Cost

With the purchase of the BlowForHalf™ iPod Touch/iPhone application you are eligible to enter this contest. Each entrant must have purchased the iPod Touch/iPhone application prior to the Contest registration.

The Administrator

KONSTRUCT, LLC ("KONSTRUCT") will serve as the Administrator of the Contest and will be responsible for resolving any disputes that arise regarding violations of the rules.

Eligibility

To be eligible to participate in the Contest, you must be: (a) a Registered User; (b) a legal resident of one (1) of the fifty (50) United States or Washington D.C.; and (c) must have a parent's permission to participate and to utilize the registered BlowForHalf™ account if under age or be at least eighteen (18) years of age or age of majority and older in your state of residence at the date of entry in this Contest, with a valid driver's license or State identification. Void in Canada, Puerto Rico, all other US Territories and Possessions, outside of the United States and where prohibited by law.

For purposes of these Official Rules, "Registered User" means a person who has successfully completed the registration form and has obtained a User Identification ("ID") and associated password ("Password") on a downloaded BlowForHalf™ application.

If you are not a Registered User you may become a Registered User and obtain an User Name and a Password by completing the BlowForHalf™ registration form by purchasing and downloading the BlowForHalf™ application and clicking on Register from the logon view.

Employees of KONSTRUCT, LLC and each of their parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and members of the immediate family or household of each are not eligible to win. Immediate family member is defined as a parent, sibling or any person residing in the same household as an employee of the Contest Entities. Void where prohibited by law. Such excluded employees and/or family members may play, but WILL NOT be eligible to receive the Grand Prize (the "Prize").

Playing

Signing Up

Eligible participant can sign up any time with the purchasing and downloading the BlowForHalf™ application prior to the end of the Contest on December 31, 2010. Participants will be asked to go to agree to and follow the referenced Official Rules.

Submission Deadline

Revolutions captured (Submissions) must be from the BlowForHalf™ application. Participant's Submissions must be date/time stamped on or before 11:59:59 PM CT on December 31, 2010. The Administrator may send a reminder e-mail on December 31, 2010 to Participants who have signed up but haven't yet submitted picks.

Submissions

After you sign up, you will have an opportunity to submit several "Revolution(s) Held" submissions.

Note: Participants must have an active iTunes account, purchased and downloaded BlowForHalf™, and have a "Qualified Submission" from the downloaded iPod Touch/iPhone device. "Qualified Submission" is defined as a continuous Revolution(s) Held from a "Registered Users" mouth with no assistance from but not limited to any wind producing device, any sound producing device, or any vibration producing device. Submissions assisted by any unqualified device or apparatus will disqualify all Submissions before and after that Submission of the Registered User.

The Administrator will oversee any questioned Submission, reserving the right to request any Participant to reproduce the Submission at any time during and after the Contest. Each submission will be ranked by Revolution(s) Held in a descending order indicating first place time as the highest time held. Any tiebreakers will be determined by the earliest date/time stamp successfully submitted. You will have the opportunity to view the current rankings at any time from the leader board list on the BlowForHalf™ application and located on <http://www.blowforhalf.com>. You will only be able to view your ranking outside of the top leaders on the leader board of the BlowForHalf™ website.

Prizes

Grand Prize

One (1) grand prize (the "Grand Prize") will be awarded to the eligible Registered User that is ranked in position one (1) in this Contest. Grand Prize Winner (the "Grand Prize Winner") will receive half of the proceeds collected from purchases of the BlowForHalf™ application after any commission fees, any applicable taxes, and any other fees or collections incurred throughout the duration of this Contest.

Certain Prize Restrictions

Grand Prize Winner is solely responsible for any tax implications and applicable laws herewith. Grand Prize Winner must have a valid driver's license or State identification, the ability to present that form of identification at Grand Prize acceptance and meet eligibility requirements of these Official Rules. Grand Prize Winner will be issued an IRS 1099 tax form for the actual value of his/her Prize. Grand Prize Winner must pick up his/her prize at the office of the KONSTRUCT, LLC. Once Grand Prize Winner has been

notified he or she must claim the GRAND Prize within thirty (30) days of date of such notification. Administrator reserves the right to extend the acceptance date by up to six (6) months from the date of notification to the Grand Prize Winner. Grand Prize will only be released upon proof of valid driver's license or State identification currently in force. Contest Entities reserve the right to change Grand Prize specifications at any time without incurring any obligations. No assignment, transfer, or substitution of the Grand Prize is permitted; except Contest Entities reserves the right to substitute the Grand Prize with a prize of comparable or greater value should the Grand Prize become unavailable. All other costs and expenses not specified herein, if any, are the responsibility of the Grand Prize Winner. All Grand Prize details are at the sole discretion of the Contest Entities. Grand Prize value is an approximation. Any difference between the approximate value and the actual value of the Grand Prize will be awarded based on the Grand Prize definition. Grand Prize cannot exceed half the calculated amount in the Grand Prize definition section above.

Winner Notification

Notification of winner will be posted on <http://www.blowforhalf.com> and potential Prize Winner will be notified by phone and/or email before Monday, January 3, 2011. Prize Winner will be determined by the highest revolution(s) held of all eligible participants.

Legal Disclaimers

All participants agree to abide by the terms of these Official Rules and the Legal Disclaimers below, and by the decisions of KONSTRUCT, which are final and binding on all matters pertaining to the Contest.

General Conditions

By entering, each entrant accepts and agrees to be bound by these rules and by the decisions of KONSTRUCT, which shall be final and binding in all respects. Further, each entrant also acknowledges and agrees to the Contest Terms of Use and Privacy Policy. Taxes, if any, are the sole responsibility of the Grand Prize Winner. No substitution or transfer of the Grand Prize is permitted except by KONSTRUCT. KONSTRUCT reserves the right to substitute the Grand Prize for one of equal or greater value in the event that an advertised Grand Prize is unavailable.

Potential Grand Prize winner will be required to sign and return, within ten (10) days of issuance, the Affidavit of Eligibility and Publicity/Liability Release, except where prohibited by law. Failure to return such documents within the specified time period, noncompliance with these Official Rules, the return of any prize or prize notification or if any potential winner declines the Grand Prize for any reason, such person may be disqualified, with an alternate Grand Prize Winner selected in accordance with these Official Rules (as applicable).

Except where prohibited by law, the Grand Prize Winner's acceptance of the Grand Prize constitutes permission for the Contest Entities to use Grand Prize Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

Entrants agree to Administrator's use of their names and likeness for advertising and publicity purposes, without additional compensation, unless prohibited by law.

All federal, state and local, laws and regulations apply.

KONSTRUCT is not responsible for lost, late or misdirected BlowForHalf™ entries or transactions, for incorrect, inaccurate or incomplete entry information whether caused by a contestant, equipment, or technical malfunction or for any human error, technical error or malfunctions. KONSTRUCT reserves the right to halt or modify the Contest at any time during the Contest period if events beyond their control compromise the Contest fairness or integrity.

KONSTRUCT is not responsible for typographical or other human or technical errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize.

KONSTRUCT, in its sole discretion, may disqualify any entrant from participating in the Contest, refuse to award the Grand Prize, and require the return of the Grand Prize, if entrant engages in any conduct KONSTRUCT deems to be improper, unfair or otherwise adverse to the operation of the Contest or detrimental to other entrants. Such improper conduct includes, but is not limited to, falsifying personal information required during Contest registration or Grand Prize claim, violating any term or condition stated herein, accumulating points or The Grand Prize through methods such as automated computer scripts or other programming techniques, allowing others to use the entrant's personal information for the purpose of rank positioning or the Grand Prize, tampering with KONSTRUCT's administration of this promotion, or intentionally trying to defraud, reverse engineer, disassemble, decompile or otherwise tamper with the computer programs on this Web site and/or Application. Entrant further acknowledges that the forfeiture of the Grand Prize and/or return of the Grand Prize shall in no way prevent KONSTRUCT from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

KONSTRUCT reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Contest. This Contest provides those participating entertainment and fun competitive opportunity.

KONSTRUCT is not responsible or liable for any damages to any device and/or any bodily damage or harm incurred in participation of this Contest.

This Contest may not be used for any form of gambling.

Rules/Winner Information

For the name of the Grand Prize Winner send an email by January 31, 2011 to webmaster@konstructllc.com.

For a copy of the Official Rules send an email to the above address with a subject of "Official Rules: BlowForHalf™" for receipt by February 15, 2011.

Internet

If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of KONSTRUCT which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, KONSTRUCT reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. In such event, KONSTRUCT further reserves the right to award prize to the next ranked eligible participant from the participants whose scores are in accordance with these Official Rules.

KONSTRUCT assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or transactions. KONSTRUCT is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail entry or transaction to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

Lost or Corrupted Entries

The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of submission or other information, or the failure to capture any such information. The Contest Entities, and their parents, affiliated and subsidiary companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest.

Damaged Property

Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any

entrants or to any other person's computer or property related to or resulting from participating in this Contest or downloading materials from this Contest.

CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY DAMAGE ANY WEB SITE OR APPLICATION UNDERMINE THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, KONSTRUCT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute, entries made by Internet or iPod Touch/iPhone application will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Any entry that is incomplete, late, or does not include a validly issued User Name will be disqualified.

In the event that the Contest is challenged by any legal or regulatory authority, KONSTRUCT reserves the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, KONSTRUCT shall have no liability to any participants who are disqualified due to such an action.

Contest Errors

The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Contest; (b) in any related advertising or promotions of this Contest; and/or (c) in these Official Rules including but not limited to errors in advertising, the Official Rules, the selection and announcement of the Grand Prize Winner or the distribution of the Grand Prize. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrators reserve the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Contest.

Grand Prize Winner and Grand Prize

The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, the selection and announcement of the Grand Prize Winner, the distribution of the Grand Prize, the acceptance/possession and/or use/misuse of any part of a the Grand Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of the Grand Prize or any part of this Contest.

Release and Indemnity

Each entrant in the Contest, including, without limitation, the Grand Prize Winner, hereby releases and agrees to hold harmless the Contest Entities and their parents, affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Grand Prize, participation in this Contest and participation in any activity related to this Contest.

Limitation of Liability and Disclaimer of Warranties

IN NO EVENT WILL THE CONTEST ENTITIES AND/OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR 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 SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SERVICE AND/OR THE KONSTRUCT. IN NO EVENT SHALL KONSTRUCT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE CONTEST AND THE SERVICE INCLUDING THE GRAND PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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 YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Binding Arbitration

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Texas, in the City of Grand Prairie.

Governing Law and Jurisdiction

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For

any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Texas and federal courts located in the City of Grand Prairie and State of Texas. The parties agree not to raise the defense of forum non conveniens.

Sponsor/Prize Provider/Administrator's

KONSTRUCT, LLC. Grand Prairie, TX 75054.

Contest Entities

KONSTRUCT, LLC. Grand Prairie, TX 75054.