

GENERAL CONTESTING RULES

BioHeatUSA, formally TarmUSA, will conduct the “Show Us Your Wood Pile” contest as described in these general rules. By participating in this contest, each participant agrees to the following:

1. Prize(s).

The prize(s) that may be awarded to the eligible winner(s) are transferable, and may be exchanged for an alternate prize of equal value if BioHeatUSA agrees to the alternate prize request. The grand prize includes the Solo Innova boiler only. Accessories, storage tank(s) and installation charges are not included in the grand prize. All prizes must be redeemed from BioHeatUSA within 90 days of the contest end date. If a winner cannot be contacted or is disqualified for any reason, BioHeatUSA reserves the right to determine an alternate winner or not to award that winner’s prize, at its sole discretion.

2. Eligibility and Limitations.

Participants and winner(s) must be U.S. residents. Employees of BioHeatUSA, the Show Us Your Wood Pile Contest participating sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. Publicity; Use of Personal Information.

By participating, where allowed by law, all participants and winner(s) grant the BioHeatUSA exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this contest and waive any claims to royalty, right, or remuneration for such use. By participating in this contest, where allowed by law, participants agree that BioHeatUSA may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

4. Consumer Created Content.

If the entry for this contest includes any creative material from the participant, including but not limited to, consumer created content, by submitting your entry: (1) you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place BioHeatUSA or contest sponsors under any fiduciary or other obligation, that the company is free to disclose the ideas on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you; (2) you acknowledge that, by acceptance of your submission, BioHeatUSA and contest sponsors do not waive any rights to use similar or related ideas previously known to sponsor, or developed by their employees, or obtained from sources other than you; (3) you are verifying that you are the

owner and producer of the submitted material and that no third party ownership rights exist to any material submitted, and (4) you are hereby granting BioHeatUSA perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers) right and license to use, publish, reproduce, display, perform, adapt, modify, distribute, have distributed and promote such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose. (5) You are claiming that this photograph has not been enhanced or altered in any way.

5. Release.

By participating in this contest, each participant and winner waives any and all claims of liability against BioHeatUSA, its employees and agents, the contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the BioHeatUSA.

6. Taxes.

Any valuation of the prize(s) stated above is based on available information provided to BioHeatUSA, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prizes which are not specifically provided for in the official rules. Each winner must provide BioHeatUSA with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

7. Conduct and Decisions.

By participating in this contest, participants agree to be bound by the decisions of BioHeatUSA's personnel. Persons who violate any rule, gain unfair advantage in participating in the contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. BioHeatUSA will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules of this contest and BioHeatUSA's decisions concerning such disputes shall be final. If the conduct or outcome of this contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of BioHeatUSA, BioHeatUSA reserves the right to terminate this contest, or make such other decisions regarding the outcome as BioHeatUSA deems appropriate. All decisions will be made by BioHeatUSA are final. BioHeatUSA may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this contest is a violation of criminal and civil laws. Should such an attempt be made, BioHeat reserves the right to seek

civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

8. Miscellaneous.

Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign BioHeatUSA's release form to claim the prize. BioHeatUSA may substitute prizes, amend the rules or discontinue this contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of this contest. For a copy of the rules, or to obtain a list of winners, contact BioHeatUSA's business office or visit BioHeatUSA's website. All entries become the property of BioHeatUSA and will not be returned.