

GO GREEN VESPA VIDEO CHALLENGE CONTEST

OFFICIAL RULES

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NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. VOID WHERE PROHIBITED. THIS CONTEST IS SPONSORED BY PIAGGIO GROUP AMERICAS, INC. (the "Sponsor").

1. ELIGIBILITY: Except as provided by these Contest Official Rules (the "Contest Rules"). The Go Green Vespa Video Challenge (the "Contest") is open to legal residents of the fifty United States and the District of Columbia who are at least 18 years of age as of the first day of the Contest Entry Period (as defined below) and have Internet access. Employees, officers, directors and agents of Sponsor, its respective parents, affiliates, subsidiaries, distributors, retailers, suppliers, advertising and promotion agencies, any other prize sponsor, and any entity involved in the development, production, implementation, administration or fulfillment of the Contest (all of the foregoing, together with Sponsor, collectively referred to as "Promotion Entities"), and their immediate family members and/or those living in the same household of such persons, are not eligible to enter the Contest.

2. CONTEST DEFINITION: NO PURCHASE NECESSARY. The Contest a skill-based competition in which participants will create a video related to the topic of Vespanomics. No purchase is necessary to enter the Contest. Participants will compete by submitting their best original Vespanomics video(s) ("Video") to the Contest website www.vespauusa.com/gogreenchallenge ("Contest Site") between 12:00 a.m. ET on August 20, 2007 and 11:59 p.m. ET on October 15, 2007 ("Contest Entry Period"). Limit five (5) Video entries per person and per e-mail address. Based on ratings by registered users, ability to address at least two Vespanomics key messages, creativity and originality, Videos will be judged by a panel of judges, consisting of at least three (3) judges from Sponsor and matrixx Productions, Inc ("Sponsor Promotion Entity"). Judges will choose one (1) grand prizewinner, one (1) second prizewinner, one (1) third prizewinner and seven (7) runners-up.

3. CONTEST – REGISTRATION, ENTRY AND POSTING OF VIDEOS:
Contest Registration: Any eligible individual wishing to participate in the Contest must first register to participate, thereby becoming an eligible participant (a "Contest Entrant"). The registration period opens on August 20, 2007 at _____ ET ("Registration Start Date"). Registration is free and available on the Contest Site. As part of the registration process, Contest Entrants will be required to click where indicated to signify that they accept and unconditionally

agree to be bound by these Contest Rules, including the decisions of the Sponsor which are final and binding in all respects. Limit five (5) video entries per person and per e-mail address.

Entry: Once an eligible individual has completed the Contest registration, and has become a Contest Entrant and he/she shall follow the online instructions to complete, and upload his/her Video or Videos. Each Video must be in one of the Contest site **supported formats** (insert hyperlink). Each Video submitted by a Contest Entrant must comply in all respects with the Video Parameters and Restrictions listed in Paragraph 4 of these Contest Rules. Contest Entrants must complete the registration process and Video upload to the Contest Site must be completed no later than 11:59 p.m. ET on October 15, 2007 (the "Entry Deadline"). However, the amount of time available to collect ratings may be greatest for those Contest Entrants that have their Video submitted closest to Registration Start Date.

Contest Entrants may submit up to five videos per each entry. Any individual who attempts to enter more than the permitted number of Videos or, in the sole discretion of Sponsor, is suspected of submitting more Video(s) than permitted in these Contest Rules, by any means, including but not limited to establishing multiple e-mail accounts or registrations will be disqualified from the Contest. If a dispute as to the identity of a Contest Entrant cannot be resolved to Sponsor's satisfaction, the affected Video will be deemed ineligible. Sponsor will endeavor to notify Contest Entrants that do not comply with these Contest Rules and to invite therein to submit a Video that complies with the Rules. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail address for the domain associated with the submitted e-mail address.

Selection of Grand Prize Winner & Runners-Up: All eligible Videos that meet the requirements in these Contest Rules (collectively "Video Submissions" and each a "Video Submission") may be submitted for public posting on the Contest Site, starting on August 20, 2007; Prior to posting the Videos on the Contest Site, Sponsor or its agents may review the Video(s) to determine their compliance with the Contest Rules, and to decide, in the sole and unfettered discretion of Sponsor, which Videos will be posted on the Contest Site. provided, however, The Video(s) will be screened by Sponsor before posting is permitted. During the Contest Entry Period visitors to the Contest Site will have an opportunity to watch and rate the posted Video Submissions, on a scale of 1-5 (1 being the lowest rating and 5 being the best). An average rating between 1 and 5 will be used by the judges to determine the points allocated to the ratings score. For example, a video with an overall rating of 1 will receive a total of 2 points; an average rating of 2 will receive 4 points; an average rating of 3 will receive 6

points; an average rating of 4 will receive 8 points; and an average rating of 5 will receive 10 points. Voters can rate each Video only once. Any attempt by a Voter to rate a single Video more than once during the Contest Entry Period may result in disqualification of all ratings and other Voter Activity produced by that Voter. No later than October 16, 2007, Sponsor will tabulate the points for each Video Submission based on the average rating score translated to equivalent points as referenced in above example. The judges will then view each Video and pick the grand prize winner, second place winner, third place winner and seven runner-up winners based on ability to address at least two Vespanomics principle messages, creativity, and originality. The decision of the Contest Judges shall be final and Contest Entrants shall have no appeal or decision review rights for any reason whatsoever Each Contest Entrant may only receive one prize for the Contest regardless of the number of Videos that were submitted by such Contest Entrant.

Judging Criteria: The contest Judges will, among others, use the following judging criteria (“Judging Criteria”) to evaluate each Video, to determine the grand prize, second and third place winners and runners-up as follows:

(1) Ability to address key Vespanomics principles (as noted on the contest site) (25%)

- 1) Saving money on gas
- 2) Lowering carbon dioxide emissions
- 3) Decreasing traffic congestion
- 4) Being fashionable, yet classic

(2) Originality (25%)

(3) Creativity (25%)

(4) Ratings by the Contest Site Viewers (25%)

Criteria Number 1 through 3 will be based on a scale of 1 to 10 points, with 1 being the lowest score and 10 being the highest. Ratings scores will be determined by Contest Entrants and points allocated as outlined above.

In the event of a tie, the tie will be broken based on the highest score in the first Judging Criteria, continuing thereafter to each Judging Criteria in order, as needed to break the tie.

4. VIDEO PARAMETERS AND RESTRICTIONS: All Videos must comply with the following parameters and restrictions to be eligible for the Contest (the “Video Parameters”). Failure to comply will result in disqualification.

(a) Each Video must be at least 15 seconds and no more than 2 minutes in total running time, not greater than 100 megabytes in size, and the majority of Video voiceovers must be in English with subtitled translation provided for sections not in English;

(b) Each Video should address at least two of the key Vespanomics message points;

(c) Each Video must utilize content that the Contest Entrant has the right to use, create, make publicly available, transfer to Sponsor for use in the Contest and for ownership purposes, display and do all other things that may be required as part of the Contest;

(d) Each Video must be suitable for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsors, is suitable for such;

(e) Each Video must not, in the sole and unfettered discretion of the Sponsors, contain any sexually explicit, disparaging, libelous or other inappropriate content;

(f) Each Video may not contain or refer to any scooter or automotive brands other than Vespa;

(g) All Video elements including, without limitation, music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials used must be 1) entirely original, created and performed by the Contest Entrant and, 2) be in the public domain, or 3) be downloaded from the Director's Tools section of the Contest Site.

(h) Each Video, must not, in the sole discretion of Sponsors, contain any copyrighted content. This means that a Contest Entrant may not use brand names, trademarks, and company names of any company, manufacturer, or producer of scooters/ motor vehicles and their, parts or components in the verbal description contained in the Video and in any shots of the Video. Sponsor will have the sole and absolute discretion to determine when usage of third party brands, trademarks, logos, model names or company names as part of any Video, violate this prohibition.

(i) Approved graphics and product shots ("Cleared Elements") are provided by Sponsor for use in the Video Submission, and may not be altered. By downloading and/or use of any of the Cleared Elements, Contest Entrant agrees to the terms of use for these elements provided on the Director's Tools section of the Contest Site. Use by a Contest Entrant of any elements including, without limitation, music, audio, speech/voiceovers, video, stills, visuals, or other materials that are not original, in the public domain, or downloaded from the Contest Site, may result in disqualification of any/or all Video Submission, that of

Contest Entrant, in Sponsor's sole discretion. Any Video that the Sponsor determines is an attempt to disrupt, SPAM or otherwise interfere with the Contest may be disqualified at the sole discretion of Sponsor.

(j) All Video submissions will be reviewed before being published and judged. Although Sponsor will endeavor to publish any eligible Video submission publication, publication does not mean that a Video submission has been in compliance with these Contest Rules.

(k) By entering the Contest, each Contest Entrant acknowledges and agrees that, as between Sponsor and any other party, including Contest Entrant, any Video or, Video Submissions or any other submission however related to the Contest become the property of Sponsor. Contest Entrant agrees that: (a) once submitted, Contest Entrants shall have no right, title or interest in the Videos, or any portions thereof, or any derivative works thereof, or any other Video or material based submissions thereon; and (b) any use of the Videos other than as expressly permitted by these Contest Rules will constitute a violation of these Contest Rules and may constitute copyright infringement.

5. Registration Drawing: All Contest Entrants who register to the Contest Site and whom representation we afford by Sponsor will be entered into a weekly random drawing to receive a Vespa Contest t-shirt. The drawing schedule is as follows:

- Week 1:** August 20 – 26 (Registration)
August 27 (Drawing/Winner Announced)
- Week 2:** August 27 – September 2 (Registration)
September 3 (Drawing/Winner Announced)
- Week 3:** September 3 – 9 (Registration)
September 10 (Drawing/Winner Announced)
- Week 4:** September 10 –16 (Registration)
September 17 (Drawing/Winner Announced)
- Week 5:** September 17 – 23 (Registration)
September 24 (Drawing/Winner Announced)
- Week 6:** September 24 – 30 (Registration)
October 1 (Drawing/Winner Announced)
- Week 7:** October 1 – 7 (Registration)
October 8 (Drawing/Winner Announced)
- Week 8:** October 8 – 15 (Registration)
October 16 (Drawing/Winner Announced)

6. PRIZES AND PRIZE NOTIFICATION:

Prize Notification: The grand prize winner, second place winner, third place winner and seven runner-up (collectively the "Prizes" and each as "Prize") winners will be notified on or about October 17, 2007 by phone and via priority mail after the judging is completed. Registration drawing winners will be notified approximately two days after the ending of each weekly drawing. The top three winners and seven runners-up will be required to sign and return to Sponsor Promotion Entity an Affidavit of Eligibility and Liability and Publicity Release substantially in the form of Exhibit "A" attached hereto (not applicable to Registration drawing winners). In order to qualify for the Prizes, the Affidavit must be returned to Sponsor Promotion Entity within five (5) days of the date of notification from Sponsor. Failure to return the Affidavit within this time period will result in disqualification, and or different Prize under selection by Sponsor.

The confirmed winners who comply with Sponsor's requirements will receive the following Prizes:

Grand Prize Winner: Vespa GTS (MSRP \$5999)

Second Prize Winner: Vespa LX150 (MSRP \$4299)

Third Prize Winner: Vespa LX50 (MSRP \$3199)

Seven (7) Runners-Up: additional prizewinners will receive one of the following: Vespa paddock jacket in sand/black or sand/sand color combination (MSRP \$275). Winners will receive merchandise based on availability.

Weekly Registration Drawing: Eight (8) winners will receive Vespa t-shirt (ARV \$43.90).

Grand Prize, Second Prize and Third Prize Winners are responsible for vehicle license, registration and title fees, taxes, insurance costs, pdi (pre-destination inspection), shipping and any other related costs, as well as any additional accessories and options as agreed to between those winners and the authorized dealership location at which Prize vehicle(s) will be delivered. The vehicles awarded as Prizes will be shipped to the authorized Vespa dealership nearest the winner's residence, as determined by Piaggio Group Americas, Inc. in its sole discretion. Winners are also responsible for shipping charges from the authorized dealership nearest the winner's residence to any other location, if winner is unable or unwilling to accept Prize delivery at such dealership. Winners must show evidence of insurance and a valid U.S. motorcycle license or other applicable license as required in the state where delivery of the Prize is accepted, or Prize may be forfeited and awarded to an alternate winner. Prize vehicles will be delivered approximately 6-8 weeks after winner notification by

Sponsor. Winners must take delivery within 60 days of notification of delivery or prize will be forfeited and may be awarded to an alternate winner. Receipt of Grand Prize must be taken by December 29, 2007, or prize is remitted to Piaggio Group Americas, Inc. and no subsequent prize will be substituted or awarded.

Runner-up and Registration Drawing prizes will be provided no later than 60 days from winner's completion of and Sponsor's receipt of all required information and documentation (so long as such information and documentation is provided within the requirements of these rules) and subject to availability of Sponsor merchandise.

Except as specifically provided herein, Prizes pictured in point-of-sale, online, television, print advertising and other Contest materials are for illustrative purposes only. Actual prizes may vary from prizes pictured. All details and other restrictions of prizes not specified in these Contest Rules will be determined by Sponsor in its sole discretion. do not include taxes, insurance, or any other item not specifically described in these Contest Rules, and all expenses for any of the foregoing and for use of the prize are the sole responsibility of the Prizewinner. Prizes cannot be used in conjunction with any other promotion or offer and may not be substituted. Prizes may not be transferred or assigned except by Sponsors. Only listed Prizes will be awarded and no substitutions, cash equivalents or redemptions will be made, except that Sponsors reserve the right to substitute any Prize with another Prize of equal or greater value in the event that the advertised Prize (or any component thereof) is not available. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of a prize, are the sole responsibility of the winner of that prize. Prize winners may have to report their Prize and the value thereof to appropriate government taxing authorities and Sponsor will take such steps as it deems appropriate in its sole discretion to comply with any such laws or regulations. Sponsors expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prizes. Restrictions, conditions, and limitations apply. The Promotion Entities will not be liable for nor replace any lost or stolen prize items. The Promotion entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. ODDS: Odds of winning the Contest depend on the number and skill of the Contest Entrants, the number of Video the Contest Entrant submits, and the date the Videos are submitted. Odds of winning the Registration Drawing, depend on the number of Contest Entrants.

8. ADDITIONAL ENTRANT RESTRICTIONS:

Emails and Blogs: Contest Entrants will have the ability to send emails from the Contest Site containing links and other information regarding their Video to other individuals and to post such information on blogs. Contest Entrant agrees not to send "spam" or otherwise distribute the links and other information to anyone who is not personally known to Contest Entrant, or who has not agreed to receive emails from Contest Entrant, or who is not on a listing, blog or other publicly available listing that Contest Entrant rightfully has access to and has the right to send emails to. It is Contest Entrant's obligation to assure that he/she complies with this anti-spam requirement. Contest Entrant agrees not to use the Contest Site email or blog feature in any manner that violates any law or regulation. Any failure to comply with this requirement may result in the disqualification of Contest Entrant from the Contest.

9. DISQUALIFICATION: At any time during the Contest, Sponsor has the right, in its sole discretion, to disqualify the Contest Entrant who posted any Video and to remove any Video that it believes does not meet any requirements in these Contest Rules or contains any inappropriate content, or infringes the rights of any third party. The decisions of the Sponsor on all matters relating to the Contest are final and binding.

10. REQUIRED ADDITIONAL AGREEMENTS FOR CONTEST ENTRY: In exchange for the right to participate in the Contest and compete for the Prizes, Contest Entrant hereby transfers, conveys, sells, assigns, and grants ownership to the Sponsor of all right, title and interest in any Video he/she enters into the Contest, including but not limited to all rights relating to the Video such as performance rights both in public and private, rights of publicity, right of authorship and the right to promote, monetize, sell, reproduce, broadcast, distribute, publish, display, license, transfer and the right to take all actions in its sole discretion with respect to the Video. Further, Contest Entrant agrees to make, execute and deliver any and all other instruments including any and all further application, papers, affidavits, assignments and other documents to Sponsor and will do all things which may be necessary or desirable in the opinion of Sponsor more effectually to secure to and vest in Sponsor, its successors or assigns the entire right, title and interest in and to the Video and the rights associated with it. Contest Entrant, further:

a. WARRANTS AND REPRESENTS THAT THE CONTEST ENTRANT OWNS OR HAS THE RIGHT TO USE THE VIDEO(S) (COLLECTIVELY, THE "CONTEST ENTRY MATERIALS");

b. WARRANTS AND REPRESENTS THAT: (i) THE CONTEST ENTRY MATERIALS WERE CREATED BY THE ENTRANT AND HAVE OTHERWISE BEEN CREATED IN ACCORDANCE WITH LAW, (ii) THE CONTEST ENTRY MATERIALS DONT INFRINGE ANY THIRD PARTY RIGHTS WHATSOEVER

(INCLUDING INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS) OR VIOLATE LAWS, REGULATIONS OR OTHER APPLICABLE STANDARDS;

c. irrevocably grants to Promotion Entities the worldwide, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable license and right to copyright (only as applicable), post, broadcast, display, publicly perform, reproduce, encode, store, modify, copy, transmit, publish, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's name, state of residence, image, voice, likeness, statements, and biographical material, including, but not limited to, the digital recording and performances contained in any of the above items, as well as any materials relating to or submitted by the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant's name) (collectively, the "Associated Materials") in any format throughout the world, whether now known or hereafter created, for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party, except as prohibited by law.

d. grants to the public and any other parties: (i) the non-exclusive license to access the Contest Entry Materials through the Contest Site; (ii) the ability for any and all persons who access the Contest Site to rate, review, comment on and tag the Contest Entry Materials; and (iii) the license to use, reproduce, distribute, remix, prepare derivative works of and compilations, display and perform the Contest Entry Materials as permitted through the Contest Site or otherwise;

e. waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude Promotion Entities' use of the entrant's Contest Entry Materials or Associated Materials, as provided above or Sponsor's rights in the Video as provided above;

f. agrees to indemnify and hold the Promotion Entities and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Promotion Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Promotion Indemnitees arising out of or in connection with (i) any Contest Entry Materials or Associated Materials; (ii) any breach by Contest Entrant of any warranty, agreement or representation contained in these Contest Rules or terms of service or in any documentation submitted by Contest Entrant; (iii) the Contest Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation; or (iv) the acceptance of any Prize.

11. GENERAL RULES: The Contest is governed by and subject to the laws of the United States. All federal, state and local laws and regulations apply. Void where prohibited by law. All finalists and the Grand Prize winner (subject to their compliance with these Contest Rules) will receive an IRS 1099 for the value of their Prizes. By participating in the Contest and/or accepting any prize, Contest Entrants grant permission to the Promotion Entities and their advertising and promotion agencies to use their name, likenesses, Video(s), and any other material submitted in connection with the Contest for purposes of advertising, publicity and promotion purposes, without further compensation to Contest Entrant, unless prohibited by law. Contest Entrants agree to be bound by the Contest Rules and the decisions of the Sponsor, which are final and binding on all matters relating to the Contest. Sponsors are not responsible for any typographical or other errors in the printing of the offer, administration of the Contest or the announcement of the prizes, or for lost, late, misdirected, damaged, incomplete or illegal entries. Sponsors reserve the right at their sole discretion to disqualify the Contest Entry or the vote of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor website; (b) violating the Contest Rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor property or service, or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Further, Sponsor reserves the right to disqualify any entry which, in Sponsors' sole opinion, is deemed to be offensive, libelous, slanderous, inflammatory, or otherwise inappropriate in any way for this Contest. CAUTION: ANY ATTEMPT BY A CONTEST ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. LIMITATIONS OF LIABILITY/FORCE MAJEURE: The Promotion Entities assume no responsibility for any computer, online, telephone transmission or technical malfunctions or human error that may occur during participation in the Contest or any Contest-related activity (including, without limitation, the voting phase of the Contest), or for theft, destruction or unauthorized access to, or alteration of, Contest Entry Materials or votes. Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by website users, Contest Entrants or any of the equipment or programming associated with or utilized in the Contest; or for any technical or human error which may occur in the processing of submissions or Votes in the Contest. Promotion Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any

website, or on account of any combination of the foregoing (including but not limited to any such problems which may result in the inability to access the Contest Site or to submit Entry Materials or Votes in connection with the Contest). Promotion Entities are not responsible for any injury or damage to Contest Entrants or any other person, or to any computer, server, network, machinery, device related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest 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 Promotion Entities which 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 the Contest and select winners from among those eligible Contest Entries from that portion of the Contest that has not been compromised, if any. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Contest Site, to be acting in violation of these Contest Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the Grand Prize winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Contest Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim the prize in excess of the number of each type of prize set forth in these Contest Rules, the winners, or remaining winners, as the case may be, of the

advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Contest Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. DISPUTES/GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE CONTEST RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

Except where prohibited, as a condition of participating in this Contest, Contest Entrant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of winners shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Contest Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses (e.g., costs associated with entering this Contest), and Contest Entrant further waives all rights to have damages multiplied or increased.

14. PRIVACY: By entering the Contest, Contest Entrants agree to Sponsor's use of their personal information, as described in the Sponsor's Privacy Policy. If an entry is selected as a potential, confirmed Finalist, the personal information collected from that Contest Entrant will be shared with prize providers.

15. WINNERS' LIST/RULES REQUESTS: For a copy of the Contest Rules or the winner's name, send a separate, stamped, self-addressed envelope to: ATTN: Go Green Vespa Video Challenge, matrixx Productions, 3122 Santa Monica Blvd., Suite 201, Santa Monica, CA 90404. Vermont residents may omit return postage. Requests received after December 29, 2007 will not be honored.

16. SPONSOR: Piaggio Group Americas, Inc., 140 East 45th St. 17th Floor, New York, NY 10017.

SUPPORTED VIDEO, AUDIO & PHOTO FORMATS

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Supported Codecs

Video codecs:

- * MPEG-1 (VCD) and MPEG-2 (SVCD/DVD/DVB) video
- * MPEG-4 in all variants including DivX ;-), OpenDivX (DivX4), DivX 5 (Pro),

XviD

- * Windows Media Video 7/8 (WMV1/2)
- * Windows Media Video 9 (WMV3) (using x86 DLL)
- * RealVideo 1.0, 2.0 (G2)
- * RealVideo 3.0 (RP8), 4.0 (RP9) (using Real libraries)
- * Sorenson v1/v3 (SVQ1/SVQ3), Cinepak, RPZA and other QuickTime codecs
- * DV video
- * 3ivx
- * Intel Indeo3 (3.1, 3.2)
- * Intel Indeo 4.1 and 5.0 (using x86 DLL or XAnim codecs)
- * VIVO 1.0, 2.0, I263 and other H.263(+) variants (using x86 DLL)
- * MJPEG, AVID, VCR2, ASV2 and other hardware formats
- * FLI/FLC
- * HuffYUV
- * various old simple RLE-like formats

Audio codecs:

- * MPEG layer 1, 2, and 3 (MP3) audio
- * AC3/A52 (Dolby Digital) audio (software or SP/DIF)
- * AAC (MPEG-4 audio)
- * WMA (DivX Audio) v1, v2
- * WMA 9 (WMAv3), Voxware audio, ACELP.net etc (using x86 DLLs)
- * RealAudio: COOK, SIPRO, ATRAC3 (using Real libraries)
- * RealAudio: DNET and older codecs
- * QuickTime: Qclp, Q-Design QDMC/QDM2, MACE 3/6 (using QT libraries),

ALAC

- * Ogg Vorbis audio
- * VIVO audio (g723, Vivo Siren) (using x86 DLL)
- * alaw/ulaw, (ms)gsm, pcm, *adpcm and other simple old audio formats

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EXHIBIT "A"

Winner Release:

I, _____, understand that as a result of my participation in the Go Green Vespa Video Challenge Contest (the "Contest"), I won _____ on _____. I certify that I satisfy the Contest eligibility requirements in that I am the age of majority in my jurisdiction and am not an employee of the Releasees (as defined below). I have enclosed a copy of my driver's license# _____ as proof of my age and identity. I hereby authorize the Sponsor and _____ to use my name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, to the extent permitted by law. In consideration of the foregoing prize, I hereby release Piaggio Group Americas, Inc. matrixx Productions, Inc. and any of their respective parent or sister companies, affiliates, subsidiaries, production entities, broadcast affiliates, distributors, retailers, suppliers or advertising or promotion agencies and each of their respective officers, directors and employees (collectively, the "Releasees") from any and all claims, known or unknown, for damage to person or property or other harm or expense in connection with my acceptance or use of the prize. I further agree to indemnify the Releasees and to hold them harmless against any and all claims, by whomever or wherever presented, for damage, harm and expense, including costs and any attorney fees, arising out of my actions or inactions in connection with the Contest. By delivering the above prize, the Releasees have completely fulfilled their obligation to me as a prize winner in connection with the Contest. I promise, on behalf of myself and any successors of mine not to sue or otherwise bring a claim against the Releasees even if I suffer damage, harm (up to and including death), loss or expense in connection herewith. I expressly acknowledge that this release is intended to include all claims known and unknown by me at this time. I hereby waive any rights or entitlements to which I might otherwise be entitled pursuant to any law, statute regulation or ordinance similar in scope and purpose to that provision of the California Civil Code Section 1542 which states (in relevant part): **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.** I agree that any and all rights and remedies which I may have in the form of breach of any provision of this Agreement shall be limited to recovery of actual damages in an action at law. This Agreement, including the Contest Rules which are incorporated herein by reference, is the final expression of this Agreement. Nothing other than this Agreement shall be relevant or admissible to supplement, vary, or explain any of the terms and provisions set forth herein. No representations, understandings, or releases have been made or relied upon in the making of this Agreement other than those specifically set forth herein. All prior discussions and negotiations are hereby superseded by and merged and incorporated into this Agreement. This Agreement can be modified only in a writing signed by all of the Parties. I

understand that I am solely responsible for paying all federal, state and local taxes on this prize, the value of which is approximately \$_____. I sign this Agreement freely and without reservation, am executing it knowingly, voluntarily, willingly and free from any coercion and duress, and am fully aware of its contents and legal effects. I attest to the truth of the above statements and agree to abide by all terms herein.

Signature: _____ Date: _____

Print Name: _____

My social security number is # _____ My phone number is:

My mailing address is

Witness Signature: _____ Date: _____

Print Name: _____