

**LIST BUILDING CLUB 2009 SPOKESPERSON
CONTEST OFFICIAL CONTEST RULES**

**NO PURCHASE NECESSARY TO PLAY OR TO WIN.
PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.**

The List Building Club 2009 Spokesperson Contest (the "Contest") is sponsored by Overcome Everything, Inc. and Mining Gold Corporation (referred to collectively as, the "List Building Club"). By entering the Contest, you agree to comply with and be bound by the following official List Building Club 2009 Spokesperson Contest Rules (the "Rules"). Please review the Rules carefully. If you do not agree to the Rules in their entirety, you are not permitted to enter the Contest.

1. ELIGIBILITY. The Contest is open to legal residents of the United States and the District of Columbia, living in the United States and the District of Columbia, who are at least eighteen (18) years of age. The Contest is void in any jurisdiction where the Contest is prohibited by law, rule or regulation. Employees, officers and directors of the Company, and any of the independent third party panel of judges familiar with Internet list marketing businesses ("Contest Judges"), their respective legal representatives, affiliates, parents, subsidiaries, advertising, promotional, fulfillment and marketing agencies, immediate families (and those living in the same households) are not eligible to enter the Contest. By entering the Contest (each, a "Contestant"), you agree to the Contest winner ("Winner") selection and decisions of the List Building Club and the Contest Judges, which are final and binding in all respects. By entering the Contest, you agree to receive telemarketing, email and direct mail marketing messages from the List Building Club and its advertising affiliates. See Section 7 hereinbelow for detailed information concerning the List Building Club Privacy Policy. Contestants wishing to obtain a copy of these Rules may request a printed copy of same by writing to: The List Building Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301.

2. HOW TO ENTER.

A. ONLINE. First, Contestants wishing to enter the Contest must log on to their List Building Club account at www.listbuildingclub.com (the "Website") (where they are already List Building Club members ("Members")), or complete the membership sign up form on the Website in order to create a List Building Club account ("Account") if the prospective Contestant does not already have an Account. For existing Members, no new charges will be applied to their Account when they enter the Contest. For new Members, the credit card that the applicable Member provided during registration for their Account ("Active Credit Card") will be authorized for, but not charged, a **One Dollar (\$1.00)** authorization amount. If the new Member does not cancel his/her Account after the free thirty (30) day trial period, the Member will pay the monthly recurring fee of **Sixty-Seven Dollars (\$67.00)**, which will automatically be billed to the new Member's Active Credit Card as "Overcome Everything Inc" on the monthly anniversary of such Member's enrollment until membership is canceled. Any Member may cancel his or her membership at any time by submitting a request to cancel their Account at www.tellmansupport.com. If a Contestant chooses to cancel his/her Member Account, that Contestant may continue to participate in the Contest. In order to complete the Contest registration process, the prospective Contestant must complete the Contest entry form ("Preliminary Contest Entry Form") located on the applicable Website page designated by the List Building Club. Each Contestant must include his or her correct and verifiable full name on the Preliminary Contest Entry Form. Thereafter, each Contestant must then download the Contest entry package ("Full Entry Form"). Each Contestant must include his or her correct and verifiable full name, company name (if any), full mailing address, home telephone number, work telephone number, telecopier number and e-mail address on the Full Entry Form (collectively, "Registration Data"). Contestants must update their Registration Data, as necessary, to remain eligible to win. Confirmation of entry will be e-

mailed to the e-mail address provided by the Contestant during registration. In order to complete the Full Entry Form, Contestants must fulfill the Essay and List Building Package requirements (as those terms are defined hereinbelow), sign the completed Full Entry Form and mail it to the address indicated therein. The List Building Club is not responsible for entries, claims or notices that are lost, late, illegible, misdirected, damaged, incomplete, incorrect or postage due. Entries will be accepted every day, excluding legal holidays which, for the purposes of the Contest, shall include Easter Sunday and Memorial Day.

B. ALTERNATIVE MEANS OF ENTRY. As an alternative means of entry, prospective Contestants may hand print their correct and verifiable full name, company name (if any), full mailing address, home telephone number, work telephone number, telecopier number and e-mail address (collectively, "Registration Data") on a plain piece of letter sized paper and mail the entry in a business-sized (#10) envelope with first-class postage affixed to: The List Building Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301. Mail-in entries must be postmarked at least fourteen (14) days prior to the end of the Contest Period to help ensure timely receipt and entry into the Contest. Within ten (10) business days of its receipt of the mail-in entry, the List Building Club shall establish a free trial Account for the mail-in entrant ("Trial Account"). The Trial Account shall remain open for thirty (30) days, thereafter the Contestant shall have the option of opening a standard List Building Club Account. If a Contestant chooses not to establish a standard List Building Club Account after the expiration of his/her Trial Account that Contestant may continue to participate in the Contest. Upon opening the Trial Account, the List Building Club shall provide the mail-in Contestant with a confirmation e-mail containing a link back to the Website. In order to complete the Contest registration process, the prospective Contestant must complete the Contest entry form ("Preliminary Contest Entry Form") located on the applicable Website page designated by the List Building Club. Each Contestant must include his or her correct and verifiable full name on the Preliminary Contest Entry Form. Thereafter, each Contestant must then download the Contest entry package ("Full Entry Form"). Each Contestant must include his or her Registration Data on the Full Entry Form. Contestants must update their Registration Data, as necessary, to remain eligible to win. Confirmation of entry will be e-mailed to the e-mail address provided by the Contestant during registration. In order to complete the Full Entry Form, Contestants must fulfill the Essay and List Building Package requirements (as those terms are defined hereinbelow), sign the completed Full Entry Form and mail it to the address indicated therein. The List Building Club is not responsible for entries, claims or notices that are lost, late, illegible, misdirected, damaged, incomplete, incorrect or postage due. Entries will be accepted every day, excluding legal holidays which, for the purposes of the Contest, shall include Easter Sunday and Memorial Day.

C. ESSAY. Each Contestant must either submit a written essay or video presentation in the format, and according to the specifications, set forth in the Full Entry Form (collectively, "Essay"). The Essay should explain why the Contestant would be best suited to be the List Building Club spokesperson for 2009, and should contain the other information set forth on the Full Entry Form. The Contest Judges shall grade each essay based on the following criteria: (i) how well written and cogent the Essay is if a written submission, or how well spoken and cogent the presenter is if a video; (ii) how well, and how convincingly, it explains the value of the List Building Club to the public; (iii) how well, and how convincingly, it explains how the List Building Club helped the Contestant's marketing efforts; and (iv) the quality of the ideas and enthusiasm that the Contestant would bring to his or her prospective role as the List Building Club spokesperson. Each Contestant must be the sole and exclusive author of the Essay submitted by that Contestant. No third party may collaborate, or provide any other form of assistance, in connection with the Essay. Contestant must have all right and interest required to make such Essay available hereunder. Any and all submissions of Essays that are not deemed to be the result of the sole authorship of the Contestant shall be discarded. The List Building Club and the Contest Judges reserve the right to terminate the entry of any Contestant

submitting a non-conforming Essay, and cancel or reclaim any Prize awarded to a Contestant that has submitted same.

D. LIST BUILDING PACKAGE. In connection with completing the Full Entry Form, each Contestant must submit a package of information regarding his/her list building efforts, experiences and results (“List Building Package”). The List Building Package must include: (i) a list of the email records of individuals that have opted, and subsequently confirmed their intent, to join the list of the Contestant that were collected during the Contest Period only, in compliance with all applicable law including, without limitation, the CAN-SPAM Act of 2003, as amended (“List Sign-Ups”); (ii) samples of the marketing materials used during the Contest Period in order to generate List Sign-Ups; (iii) a diary detailing the specific efforts employed during the Contest Period in order to generate List Sign-Ups; and (iv) such other information and material requested on the Full Entry Form. Each Contestant shall be judged on how many valid List Sign-ups they generate during the Contest Period. Contestant must only submit a List Building Package prepared exclusively by Contestant, and Contestant must have all right and interest required to make such List Building Package available hereunder. Any and all submissions of List Building Packages that are not deemed to be the result of the sole enterprise of the Contestant shall be discarded. The List Building Club and the Contest Judges reserve the right to terminate the entry of any Contestant submitting a non-conforming List Building Package, and cancel or reclaim any Prize awarded to a Contestant that has submitted same.

E. GENERAL RULES. Multiple entries/Full Entry Forms will not be accepted. Contestants may only enter one (1) time during the Contest Period. If multiple entries are submitted by a Contestant in excess of this limitation, only one (1) entry will qualify for the applicable period. Any and all additional entries that are submitted by the same individual beyond this limitation will be discarded. The List Building Club reserves the right to reject any entries that it believes, in its sole and reasonable discretion, are fraudulent, incomplete or otherwise invalid. All completed Full Entry Forms must be received by 11:59:59 p.m. Eastern Standard Time (“EST”) June 19, 2009 in order to be eligible to win the Prize.

3. SELECTION OF WINNER. The Winner will be chosen from amongst the Contestants by the Contest Judges. The Contest Judges shall compile a score for each Contestant based on the following weighted criteria: (a) fifty percent (50%) of a given Contestant’s score attributable to the Essay; and (b) fifty percent (50%) of a given Contestant’s score attributable to the List Building Package. In the case of a tie, the score attributable to the respective Essays shall be the tie-breaker. Any and all determinations regarding Contestant scores and the winning entry shall be determined by the Contest Judges in their sole and exclusive discretion. The Winner will be determined within thirty (30) days of the end of the Contest Period; provided, however, that the List Building Club and the Contest Judges reserve the right to take more or less time to determine the Winner as they deem necessary in their sole discretion. The Winner will be notified via e-mail and U.S. mail, within two (2) weeks after the Winner is chosen (Contestants should ensure that their contact information is accurate and up to date). The Winner is subject to eligibility verification. The Winner will be required to execute a notarized Affidavit of Eligibility and Liability/Publicity Release (“Affidavit”), and return such Affidavit within fourteen (14) days following attempted notification. Non-compliance within this time period may result in forfeiture of the Prize. In addition, the Winner will be required to provide picture proof of identification, which may include a driver’s license, passport, voting card or similar government issued identification, and proof that he/she is the authorized account holder for the winning entry. Return of the Prize notification as undeliverable may result in forfeiture. In no case shall the List Building Club be liable in any manner where a Winner has not received notification sent from the List Building Club or where the List Building Club fails to receive a response from the Winner within the required response period. The winning Full Entry Form, as well as the associated information of the Winner, must identically match the records maintained by the List Building Club in order for the Prize to be awarded. In the event of a dispute, the information maintained

by the List Building Club will govern. All aspects of the Full Entry Form including, without limitation, the Essays and List Building Packages, will be deemed made by the person under whose name the Full Entry Form was submitted, regardless of who actually generated the Essays and List Building Packages. Be sure to use your correct name, e-mail address, mailing address and other Registration Data, as applicable.

THE WINNER MUST FULFILL ALL OF HIS OR HER SPOKESPERSON DUTIES (AS DEFINED HEREINBELOW) ASSOCIATED WITH WINNING THE CONTEST. FAILURE TO FULFILL SUCH SPOKESPERSON DUTIES MAY RESULT IN THE FORFEITURE OF THE PRIZE, AS DETERMINED BY THE LIST BUILDING CLUB IN ITS SOLE DISCRETION.

4. PRIZE DESCRIPTION. The winner will receive a used 2002 Ferrari 360 Spider ("Prize"). The Prize has a cash value of approximately One Hundred and Thirty-Five Thousand Dollars (\$135,000.00). The Prize shall be delivered to the address designated by the List Building Club. Please be advised that any refusal of the Prize by the Winner shall result in forfeiture.

5. ODDS OF WINNING. The odds of winning depend on, among other factors, the number of Contestants entered for the Contest Period.

6. LIMITED TIME ONLY. The Contest Period begins March 1, 2009 and ends May 31, 2009 ("Contest Period"). All entries must be received by 11:59:59 p.m. Eastern Standard Time on June 19, 2009 in order to be eligible for the Prize.

7. PRIVACY STATEMENT. For a thorough recital of the List Building Club's Privacy Policy, [Click Here](#) or return to the Website homepage.

8. WINNERS LIST. To request the name of the Winner, send a self addressed stamped envelope to: The List Building Club, Overcome Everything, Inc., 139 Main Street, Suite 606E Brattleboro, VT 05301.

9. TAX INFORMATION. Federal, state and local taxes, and all similar fees and assessments, are the responsibility of the winner. The List Building Club reserves the right to withhold taxes from each winning prize, as appropriate.

10. NO SUBSTITUTION OF PRIZES. No substitution or transfer of the Prize will be accommodated or permitted, other than in the List Building Club's sole discretion.

11. PUBLICATION. Contest entry constitutes permission for the List Building Club to use Contestants' Essays, List Building Packages, names and likenesses for advertising and promotional purposes without further compensation, excluding residents of the State of Tennessee and where otherwise prohibited by law. Without limiting the generality of the foregoing, Contestant irrevocably grants to the List Building Club the perpetual worldwide rights to use and reuse, publish and copyright Contestant's name, likeness and the Essay and List Building Package submitted to the List Building Club, in all media, as well as extracts and reproductions of any portion thereof, and for any and all other uses. Contestant understands and agrees that the List Building Club may feature and offer for sale Contestant's Essay and/or List Building Package without compensation to Contestant. Contestant represents and warrants that: (a) Contestant has all of the rights and authority necessary to submit its Essay and List Building Package for the uses contemplated hereunder, including the right to publish the Essay and List Building Package; and (b) the publication of the Essay and/or List Building Package, or any portion thereof, will not infringe on the rights of any third party. Contestant agrees that no material incorporating or making reference to Contestant's name, likeness, Essay and List Building Package need be submitted to Contestant for approval and the List Building Club shall be without liability to Contestant whatsoever

for any distortion or illusionary effect resulting from its publication of Contestant's name, likeness, Essay and/or List Building Package. Contestant expressly releases the List Building Club from and against any and all claims that Contestant has or may have for invasion of privacy, defamation, copyright infringement or any other claim or cause of action arising out of or in connection with the production, sale, distribution, duplication, broadcast, exhibition, publication, advertisement, promotion or any other use of Contestant's Essay, List Building Package, name and/or biographical material. Contestant acknowledges and agrees that the List Building Club shall not be liable for any causes of action or claims related to Contestant's decision to provide Contestant's name, likeness, Essay and/or List Building Package to the List Building Club.

12. SPOKESPERSON DUTIES. The Winner agrees that upon being declared the Winner, and for the twelve (12) month period following the end of the Contest Period ("Spokesperson Period"), it shall perform certain duties associated with being the List Building Club 2009 Spokesperson ("Spokesperson Duties"). The Spokesperson Duties shall include, without limitation: (a) during the Spokesperson Period, attending certain industry conferences, conventions and functions, as well as List Building Club events, upon at least thirty (30) days prior written notice and with the List Building Club covering all reasonable expenses associated with travel and accommodations; (b) during the Spokesperson Period, being available for certain media interviews and other press events upon at least thirty (30) days prior written notice if substantial travel is involved, or upon ten (10) days prior written notice absent a travel requirement, with the List Building Club covering all reasonable expenses associated with travel and accommodations; and (c) any and all other minor duties reasonably requested by the List Building Club during the Spokesperson Period. Failure to fully perform the Spokesperson Duties, as determined by the List Building Club in its sole and reasonable discretion, may result in forfeiture of the Prize.

13. RELEASE. By entering the Contest, each Contestant agrees to release and hold harmless the List Building Club, the Contest Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Contest including, but not limited to, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages or monetary loss. Restrictions, conditions and limitations apply. By entering, each Contestant further agrees that, in the event that there is any conflict or other inconsistency between the Rules and any advertisements, promotional or marketing materials, e-mails or announcements relevant to the Contest, these Rules will govern.

14. CHOICE OF LAW/VENUE. Any disputes arising out of or related to the Contest shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning these Rules and/or the Contest, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in Brattleboro, Vermont, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against the List Building Club, the Contest Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that the List Building Club incurs in seeking such relief. These Rules do not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. Should any part of these Rules be held

invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

15. DISQUALIFICATION. The List Building Club, the Contest Judges, their legal representatives, affiliates, subsidiaries, parents, agencies and each of their respective members, officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed wireless telephone or computer transmissions or technical failure, lost entries, jumbled, scrambled or misdirected transmissions, deleted files or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Contest and/or Website, as solely determined by the List Building Club and the Contest Judges, will be disqualified. Any use of robots, automated processes, macros, harvesting, dictionary attacks or third party material to submit an Essay and/or List Building Package, as applicable, and any participant using any such method, will be disqualified and may be disqualified from any other promotions provided by the List Building Club. If disqualified for any of the above reasons, the List Building Club reserves the right to terminate Contestant's eligibility to participate in the Contest. In the event that any portion of the Contest is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of the List Building Club, which, in the sole opinion of the List Building Club, corrupts, or impairs the administration, security, fairness or proper determination of the Contest, the List Building Club reserves the right, in its sole discretion, to suspend or terminate the Contest or any part of the Contest, or any combination of the above. The List Building Club, the Contest Judges, their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents are not responsible for any problem associated with computer hardware or software and/or Internet malfunction, error or failure, whatever the cause.

16. INDEMNIFICATION: You agree to release, indemnify and hold the List Building Club, the Contest Judges, each of their parents, subsidiaries and affiliates, and their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Contest and/or the Website; (b) your breach of these Rules; (c) the Essay and List Building Package, and the List Building Club's use of same as contemplated hereunder; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of the List Building Package, the Contest Judges, each of their parents, subsidiaries and/or affiliates, and their respective members, officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

17. INDEPENDENT THIRD PARTY. There will be three (3) Contest Judges utilized in connection with the Contest. The Contest Judges are not involved in marketing the Contest. The Contest Judges are not the sponsors of the Contest and will not respond to any inquiries. The Contest Judges are responsible for selecting the Winner.

18. SEVERABILITY. Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

19. DISCLAIMER OF WARRANTIES. THE LIST BUILDING CLUB HAS NOT MADE, DOES NOT MAKE, NOR IS IN ANY WAY RESPONSIBLE FOR ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH THE PRIZE.

20. LEGAL WARNING. Any attempt by any individual, whether or not a Contestant, to damage, destroy, tamper with or vandalize the Website, or otherwise interfere with the operation of the Contest, is a violation of criminal and civil law and the List Building Club will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.