



3450 EAST MIRALOMA AVENUE / ANAHEIM, CALIFORNIA 92806 / TELEPHONE: 714.414.4000

AFFIDAVIT OF ELIGIBILITY AND RELEASE

Please complete and return this Affidavit of Eligibility and Release no later than (7) working days from date of notification.

STATE OF: Mississippi
 COUNTY OF: _____
 SOCIAL SECURITY: _____

I, Phonda COLLIN, being duly sworn, depose and say: I am 42 years of age. My phone number is _____
 I reside at:

131 Wildwood Drive
MADISON MS 39110

I am employed at (company name, address and telephone):
DR KOLODNEY, Old Canton Road, MADISON, MS 601-854-4420

I am submitting this Affidavit to Pacific Sunwear of California, Inc. of California, Inc., with the understanding that it will be relied upon to determine whether I am entitled to receive the prize for which my entry has been chosen in the "Mike Vallely Color My Shoe" website sweepstakes.

As provided in the Official Rules of the Contest, I hereby agree to be responsible for all federal, state and local taxes on my prize if the value exceeds \$599.00. The prize of a trip for 2 and 5 pairs of shoes valued at approximately (\$3,500), which has been awarded to me is non-transferable, non-refundable, and non-exchangeable.

I represent and warrant that I have fully complied with all of the Official Rules of the Contest and that I have committed no fraud or deception in entering the Contest or claiming my prize.

I hereby represent and warrant that I am the sole author or creator of any artwork, designs, ideas or concepts that I have submitted to Pacific Sunwear of California, Inc. and Sole Technology, Inc. in connection with the "Mike Vallely Color My Shoe" website sweepstakes (the "Work"), and that the Work does not infringe any copyright or any other property rights of any third party. I hereby confirm the transfer and assignment to Pacific Sunwear of California, Inc. and Sole Technology, Inc., free and clear of all liens, claims and encumbrances, all of my right, title and interest, throughout the world, in and to the Work, including any and all copies thereof in any media, and any copyrights contained therein, as well as any and all renewals, extensions and registrations thereof under applicable law. I acknowledge that the prize(s) specified in the sweepstakes shall constitute the sole and only payment for the rights assigned under this Agreement and that Sole Technology, Inc. shall be entitled, but not obligated, to make any use of the Work (or no use at all) in its sole discretion hereafter without further remuneration of any kind to me.

I further represent and warrant that as of the date I entered this Contest and date of the Affidavit, I was not and am not an employee or a member of the family of an employee of Pacific Sunwear of California, Inc., Sole Technology, Inc. and/or any other promotional partner in the "Mike Vallely Color My Shoe" sweepstakes.

I hereby grant to Pacific Sunwear of California, Inc., Sole Technology, Inc. and their agent and assigns, without limitation, the right to use my name, voice, photograph and/or likeness, without further compensation or permission, for the purpose of advertising and publicizing the winning and acceptance of the prize.

I hereby release, discharge and absolve Pacific Sunwear of California, Inc., Sole Technology, Inc. and their respective successors, assigns, officers, and employees, from and against any and all actions, suits, claims, and demands of any kind whatsoever, which I, my legal guardians, heir, executors, administrators, and assigns, had, now have or hereafter may have, by reason of any matter connected in any way, directly or indirectly, with the Contest. I also agree to indemnify and hold harmless Pacific Sunwear of California, Inc. and Sole Technology, Inc. from any and all losses, damages, costs, expenses, rights, or actions, which may result in use of prize(s), awarded to me.



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Date: May 5, 2004

Signature: Blonda Carkner

(If signatory is under 18, the parent or legal guardian must sign below.)

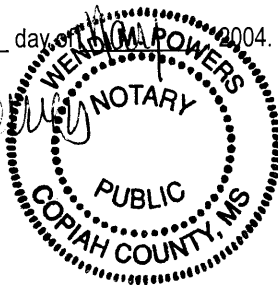
I, as parent/ legal guardian of, _____, agree to the above and I sign this document to signify my agreement.

Signature: _____

Print Name: _____

Sworn to and subscribed before me this 5th day of MAY, 2004.

NOTARY PUBLIC: Wendi M. Powers



Notary Public State of Mississippi At Large
My Commission Expires: November 25, 2005
Bonded Thru Heiden, Brooks & Garland, Inc.



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STATE OF: Mississippi
COUNTY OF: _____
SOCIAL SECURITY: _____

I, Brad Collier, being duly sworn, depose and say: I am 13 years of age. My phone number is _____
I reside at:

131 Wildwood Drive
Madison MS 39110

I am employed at (company name, address and telephone):
student

I am submitting this Affidavit to Pacific Sunwear of California, Inc. of California, Inc., with the understanding that it will be relied upon to determine whether I am entitled to receive the prize for which my entry has been chosen in the "Mike Vallely Color My Shoe" website sweepstakes.

As provided in the Official Rules of the Contest, I hereby agree to be responsible for all federal, state and local taxes on my prize if the value exceeds \$599.00. The prize of a trip for 2 and 3 pairs of shoes valued at approximately (\$2,500), which has been awarded to me is non-transferable, non-refundable, and non-exchangeable.

I represent and warrant that I have fully complied with all of the Official Rules of the Contest and that I have committed no fraud or deception in entering the Contest or claiming my prize.

I hereby represent and warrant that I am the sole author or creator of any artwork, designs, ideas or concepts that I have submitted to Pacific Sunwear of California, Inc. and Sole Technology, Inc. in connection with the "Mike Vallely Color My Shoe" website sweepstakes (the "Work"), and that the Work does not infringe any copyright or any other property rights of any third party. I hereby confirm the transfer and assignment to Pacific Sunwear of California, Inc. and Sole Technology, Inc., free and clear of all liens, claims and encumbrances, all of my right, title and interest, throughout the world, in and to the Work, including any and all copies thereof in any media, and any copyrights contained therein, as well as any and all renewals, extensions and registrations thereof under applicable law. I acknowledge that the prize(s) specified in the sweepstakes shall constitute the sole and only payment for the rights assigned under this Agreement and that Sole Technology, Inc. shall be entitled, but not obligated, to make any use of the Work (or no use at all) in its sole discretion hereafter without further remuneration of any kind to me.

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I hereby release, discharge and absolve Pacific Sunwear of California, Inc., Sole Technology, Inc. and their respective successors, assigns, officers, and employees, from and against any and all actions, suits, claims, and demands of any kind whatsoever, which I, my legal guardians, heir, executors, administrators, and assigns, had, now have or hereafter may have, by reason of any matter connected in any way, directly or indirectly, with the Contest. I also agree to indemnify and hold harmless Pacific Sunwear of California, Inc. and Sole Technology, Inc. from any and all losses, damages, costs, expenses, rights, or actions, which may result in use of prize(s), awarded to me.



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Date: May 5, 2004

Signature: [Handwritten Signature]

(If signatory is under 18, the parent or legal guardian must sign below.)

I, as parent/ legal guardian of, BRAD COCKER, agree to the above and I sign this document to signify my agreement.

Signature: [Handwritten Signature]

Print Name: BRUCE COCKER

Sworn to and subscribed before me this 5th day of May, 2004.

NOTARY PUBLIC: Wendi M. Powers

Notary Public State of Mississippi At Large
My Commission Expires: November 25, 2005
Bonded Thru Heiden, Brooks & Garland, Inc.

