

## OFFICIAL RULES

### Oakley Baldface Snow Cat Trip Giveaway Sweepstakes

The Oakley Baldface Snow Cat Trip Giveaway Sweepstakes (the “**Sweepstakes**”) is sponsored by TransWorld SNOWboarding magazine, a publication of Bonnier Corporation (the “**Sponsor**”).

**ONE (1) GRAND PRIZE:** Trip for two (2) to Baldface Lodge, including round trip, coach-class air transportation for two (2) from a major airport near winner’s home (selected by Sponsor in its sole discretion) to Spokane International Airport (selected by Sponsor in its sole discretion); four (4) nights’ accommodations at a hotel of Sponsor’s choice (single room, double-occupancy); three (3) days of cat boarding, (3) three meals per day and airport transfer. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Approx. retail value \$4,750.

All federal, state and local laws and regulations apply; void where prohibited. **NO PURCHASE IS NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Odds of winning depend upon the number of eligible entries received. **PRIZES MAY BE SUBJECT TO TAX; ALL APPLICABLE TAXES ARE THE RESPONSIBILITY OF THE WINNER.** Winner is responsible for all taxes, gratuities, insurance, required passports or other travel documents and any other costs and expenses which are not explicitly stated in the Rules as being included in the Grand Prize.

**ELIGIBILITY:** The Sweepstakes is open only to individuals, eighteen (18) years or older at time of entry, who are legal residents of the United States. Employees of Bonnier Corporation and Oakley, Inc., their parent companies, subsidiaries and/or agents, their immediate families (defined as parents, children, siblings, spouse and grandparents), and those domiciled with any of the foregoing are not eligible. Website pages and advertisements relating to the Sweepstakes are intended for viewing only within the eligible Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time of entry.

**TIMING:** The Sweepstakes entry period begins at 12:01 a.m. Eastern Time (“**ET**”) on December 13, 2012 and ends at 11:59 p.m. ET on December 26, 2012. Sponsor’s computer system is the official timekeeping device for the Sweepstakes.

**TO ENTER:** To enter electronically, visit our website at <http://snowboarding.transworld.net/oakley-winter-takes-all-giveaway/>. All information provided by entrant must be complete, true and correct. Submissions to the Sweepstakes must be received by December 26, 2012 in order to be eligible; entries received after the deadline will be deemed ineligible to win. All submitted entries become the property of Sponsor and will not be acknowledged or returned; Sponsor is not responsible for lost, late, inaccurate, incomplete, damaged, illegible, or misdirected entries. Entry is limited to one entry per household, regardless of the means of entry; no

automated, photocopied or reproduced entries will be accepted. Multiple entries will result in disqualification of all submitted entries. Online entries will be deemed submitted by the authorized account holder of the email address submitted at time of entry. By entering, you agree to be bound by these Official Rules.

**WINNER SELECTION:** On or about December 28, 2012, a random drawing from among all eligible entries will be conducted under Sponsor's supervision. Potential winners will be notified by email on or before December 31, 2012. Potential winners will be required to sign and return a sworn Affidavit of Eligibility, and Liability and Publicity Release. If required documentation is not returned within seven (7) business days of notification, or if notification is returned as undeliverable, any prize will be forfeited and an alternate winner will be selected by random drawing. Prizes will be awarded within one (1) year after winner verification. No prize substitution or transfer is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value (including cash, at Sponsor's sole discretion) for any reason. Sponsor is required by law to report prize values to taxing authorities; all taxes and any other incidental expenses on prizes are the sole responsibility of each winner.

**GENERAL RULES & LIMITATIONS:** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of any prize), which are final and binding in all respects. Entry and acceptance of a prize constitute permission to use each winner's name, prize won, hometown and likeness for print publication, online posting, and any other promotional purposes without further compensation, except where prohibited by law. By participating in the Sweepstakes, you agree to release Sponsor and Oakley, Inc., and their parent companies, affiliates, subsidiaries, employees, directors, officers, and agents from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership, possession, use, or misuse of any prize. Sponsor is not responsible for technical, hardware or software failures, or other errors or problems which may occur in connection with the Sweepstakes, whether computer, network, technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, in any Sweepstakes-related materials, or that may limit prize fulfillment or a participant's ability to enter the Sweepstakes. Sponsor reserves the right to amend these Official Rules. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor may permanently disqualify from the Sweepstakes any person it believes has tampered with the entry process or intentionally violated these official rules.

**PRIVACY:** Sponsor collects personal information from entrants when they enter the Sweepstakes. Information collected by Sponsor online is subject to Sponsor's Privacy

Policy, located at [http://www.bonniec corp.com/privacy\\_policy.html](http://www.bonniec corp.com/privacy_policy.html). In accordance with applicable law and with Sponsor's Privacy Policy, the information you provide may be sent to affiliates and marketing partners of the Sponsor, in this case, Oakley; you may be contacted by Oakley with future promotional offers. Oakley's privacy policy is located at <http://www.oakley.com/legal/global-privacy-policy>. Entrants may opt-out of marketing or promotional communications from Oakley on the online entry form. Consenting to receive such emails and information is optional, and is not necessary to enter or win this Sweepstakes, nor will it increase or improve your chances of winning.

**DISPUTE RESOLUTION:** Except where prohibited by law, by entering you agree that: (i) all issues and questions concerning the interpretation, validity, and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of New York, without regard to its rules on conflicts of law; (ii) any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of any prize), shall be filed only in the state or federal courts located in the State of New York, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action; (iii) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; (iv) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (v) you hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**WINNER IDENTITY:** For the identity of the winner(s), send a self-addressed, stamped envelope after December 31, 2012 to Baldface Snow Cat Trip Giveaway Sweepstakes Winner, 2052 Corte del Nogal, Suite 100, Carlsbad, CA 92011.