

## 2012 SYLVANSPOORT COOLEST CAMPER EVER ADVENTURE PROMOTION

### OFFICIAL RULES

**1. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS PROMOTION. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS AND THE PROVINCE OF QUEBEC AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**2. PROMOTION OVERVIEW; PROMOTION PERIOD.** The 2012 SylvanSport Coolest Camper Ever Adventure Promotion (the “Promotion”) consists of an essay contest (the “Contest”) and a sweepstakes with eight (8) weekly drawings (the “Sweepstakes”). The Promotion begins on April 1, 2012 and ends on May 31, 2012 at 11:59:59 PM Eastern Time (the “Promotion Period”). For purposes of these Official Rules, a “day” will run from 12:00:01 AM Eastern Time to 11:59:59 PM Eastern Time. Sponsor’s clock is the official time-keeping device for this Promotion.

**3. ELIGIBILITY.** The Promotion is open only to legal residents of the 50 United States and the District of Columbia and Canada (except the Province of Quebec), who at time of entry are 18 years of age or older, and have access to the internet (and have not purchased internet service in order to participate in this Promotion). (Proof of residency and age may be required.) Officers, directors, and employees (collectively, “employees”) of SylvanSport, LLC (“Sponsor”), and Yakima, Black Diamond, Wenger, Jackson Kayak, SPOT Connect, Keen, Kelty, Grand Trunk (collectively, the “Adventure Gear Providers”), and their parents, subsidiaries, affiliated companies, agents, advertising and promotional agencies, those involved in the execution and administration of the Promotion and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of such employees, and all those with whom such employees are domiciled, are NOT eligible to enter or win.

### **4. HOW TO ENTER PROMOTION.**

**A. How to Enter.** SylvanSport wants you to describe what your ultimate adventure expedition (your “Adventure”) would be if you had the chance to take a brand new SylvanSport GO loaded with outdoor gear from the Adventure Gear Providers (the “Adventure Gear”) on the Adventure.

To participate in the Promotion (and become a participant in the Contest and/or in the Sweepstakes), please visit the Promotion website at [www.SylvanSport.com/contest](http://www.SylvanSport.com/contest) (the “Website”) during the Promotion Period and follow the links and instructions to complete and submit the Promotion registration form, including all required information (the “Entry Form”).

If you want to enter the Contest, be sure to also submit/upload one (1) essay (up to a maximum of 400 words) that describes your Adventure and that meets the requirements described in Section 4(C) below (the “Essay”). All Entries must be submitted and received via the Website by 11:59:59 PM Eastern Time on May 31, 2012 to be eligible for the Contest.

For purposes of this Promotion and these Official Rules, your “Entry” is, collectively, the information and materials submitted by you, including, without limitation, your Entry Form and Essay. Only complete Entries will be accepted. **Limit one (1) Entry per person.** Please note that you may not be sent confirmation of receipt of an Entry; in the event that your Entry is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your Entry. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. The submission of an Entry is solely the responsibility of the participant, and all internet access and usage

charges are the responsibility of the participant. Any illegible, unintelligible, garbled, incomplete, or non-complying Entries are not permitted and may be rejected.

**B. Entry Requirements for Sweepstakes; Weekly Sweepstakes Drawings.** To be eligible for the Sweepstakes and the random weekly Sweepstakes drawings conducted by the Sponsor (the “Weekly Sweepstakes Drawings”), simply complete and submit the Entry Form. (Note that you need not enter an Essay in order to be eligible for the Sweepstakes, but you must complete all other portions of the Entry Form.) Once you have submitted your completed Entry, you will be entered into all Weekly Sweepstakes Drawings available following your time of entry. The Weekly Sweepstakes Drawings will be held each Friday of the Promotion Period (beginning April 13, 2012) from among all eligible Entries received by Sponsor through the preceding Thursday. The last Weekly Sweepstakes Drawing will be held on Friday, June 1, 2012.

**C. Entry/Essay Requirements for Contest.** To be eligible for the Contest, your completed Entry must also include an Essay, which must comply with all of the requirements of these Official Rules, including, without limitation, all of the following:

(a) Describing your Adventure in your Essay.

1. Your Essay must succinctly describe your Adventure, including how a SylvanSport GO would be used on your Adventure.

2. The Adventure described should be a realistic and plausible one, and one that you would take if you had a SylvanSport GO and the Adventure Gear for up to a three (3) month long period.

3. If you are selected as a Finalist in the Contest, you will be provided with a SylvanSport GO and an Adventure Gear Prize Package (according to your Adventure Gear Prize Package level determined by your score in the Second Round Judging described below). As a Finalist, you will be required to fully execute your Adventure within a three (3) month period assigned to you by Sponsor (which shall occur sometime between October 1, 2012 and October 1, 2013), and to publicize your Adventure along the way.

4. Your Essay must also describe how you plan to publicize and promote your Adventure during the course of your Adventure if you were to take it (for example, by video reports on social media, blogging, etc.).

5. **If you are selected as a potential Contest Finalist, your continued participation in the Contest as a Finalist will be contingent upon your agreement to undertake and accomplish your Adventure as proposed and described in your Essay.**

6. **While Contest Finalists will be provided with a SylvanSport GO and their Adventure Gear Prize Package (including a \$200 gift card), no other costs, expenses or resources required for your Adventure will be provided, and Finalists will be solely and entirely responsible for any and all other associated costs, expenses and resources.**

7. **Contest Finalist will also be solely and entirely responsible for all costs and expenses associated with retrieving the SylvanSport GO and the Finalist’s Adventure Gear Package from Sponsor’s facility in Brevard, NC and returning the SylvanSport GO in the same condition as when received (reasonable wear and tear excepted) within the three (3) month period assigned to such Finalist for Finalist’s Adventure.**

8. **PLEASE BE SURE TO TAKE THE ALL OF THE ABOVE REQUIREMENTS AND LIMITATIONS INTO CONSIDERATION WHEN PLANNING YOUR ADVENTURE AND DESCRIBING YOUR ADVENTURE IN YOUR ESSAY.**

(b) All Essays must be in English. Essays are limited to 400 words or less (including “I,” “a,” “and,” etc.). You may submit only one (1) Essay as part of your Entry.

(c) Your Essay must (i) be your own original work, created solely by you, and be the exclusive property of you alone; (ii) not have been previously published, released or distributed in any form; and (iii) not have won any prior awards or competitions.

(d) Your Essay may not in any way violate or infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Your Essay may not contain or reference any names, materials, products or services of any company or entity (other than of Sponsor or the Adventure Gear Providers) or of any third parties, including, without limitation, any third party trademarks or trade dress.

(e) Your Essay may not, as determined by Sponsor in Sponsor's sole discretion include, contain or discuss: (i) any illegal, immoral, obscene, profane, lewd, inappropriate, disparaging, libelous, defamatory or offensive material; (ii) any content unsuitable for publishing, posting or reproducing (including, but not limited to, profanity); (iii) any racial, ethnic, religious, or sexual derogatory characterizations or slurs; or (iv) any threats to any person, place, business, group or world peace, or that suggests and/or promotes violence.

(f) Participants may not copy or otherwise plagiarize Essay materials from any source. Modifying, enhancing or altering a pre-existing work does not qualify as an original creation or submission.

(g) Your Essay may not convey or communicate any message inconsistent with the positive brand, reputation for wholesomeness or good will of Sponsor or of any of the Adventure Gear Providers.

(h) You must fully complete all portions of the Entry Form.

Any Essays that fail to comply with the above requirements may be rejected.

**D. Privacy Statement; Official Rules.** Entries become the property of Sponsor and will not be acknowledged or returned. By participating, participant agree that personal information collected for the Promotion may be collected, stored, and used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy below:

**Your Privacy... Our Pledge to You, Our Customer:** We respect your privacy. We do not sell, rent, or loan any personally identifiable information regarding our customers to any third party. Any personally identifiable information you give us is held with the utmost care and security, and will not be used in ways to which you have not consented. **Use of Information:** We will not collect any personal information about individuals except when specifically and knowingly provided by such individuals. Examples of such information are: name, postal address, e-mail address, phone number, birthday, and product commentary.

For a copy of these Official Rules, during the Promotion Period, print them from the Website or send a stamped, self-addressed envelope to: 2012 SylvanSport Coolest Camper Ever Adventure Promotion Official Rules, 235 Commerce Street, Brevard, NC 28712, by May 31, 2012. (Vermont residents and residents of Canada may omit return postage.)

**5. SWEEPSTAKES; ODDS; WEEKLY PRIZES.** Eight (8) Weekly Sweepstakes Drawings will be held by Sponsor, and one (1) Weekly Prize will be awarded in each Weekly Sweepstakes Drawing. Odds of winning a particular Weekly Drawing depend on the number of entries eligible for such Weekly Drawing. **Limit one (1) Weekly Prize per person.**

Weekly Prize winners will be notified by email, telephone, mail or facsimile. Skill-Testing Question for Canadian Residents: If a potential Weekly Prize winner is a Canadian resident, in order to be eligible to win the prize, the Canadian resident must first correctly answer unaided a time-limited, mathematical skill-testing question by telephone at a predetermined mutually agreeable time. In the event

that a potential Weekly Prize winner who is a Canadian resident is unable or otherwise fails to correctly answer the skill-testing question, the Canadian resident will forfeit the Weekly Prize, and Sponsor may, in its sole discretion, randomly draw another eligible potential winner.

Sponsor will award eight (8) Weekly Prizes. The Weekly Prizes are as follows: (1) Weekly Prize No. 1 (for initial week(s) ending 04/12/12)—one (1) Black Diamond Storm Headlamp (ARV: \$49.95); (2) Weekly Prize No. 2 (for week ending 04/19/12)—one (1) Wenger Swiss Army Knife Blackout Evo Grip 63 (ARV: \$59.95); (3) Weekly Prize No. 3 (for week ending 04/26/12)—one (1) Grand Trunk Good's Double Parachute Hammock (ARV: \$64.99); (4) Weekly Prize No. 4 (for week ending 05/03/12)—one (1) Kelty Large Folding Cooler (ARV: \$75.95); (5) Weekly Prize No. 5 (for week ending 05/10/12)—one (1) Jackson Kayak JK Loki Zip-up Hoodie (ARV: \$79.00); (6) Weekly Prize No. 6 (for week ending 05/17/12)—one (1) pair of Keen shoes (ARV: \$140.00); (7) Weekly Prize No. 7 (for week ending 05/24/12)—one (1) Yakima Forklift Bike Rack (ARV: \$149.00); and (8) Weekly Prize No. 8 (for week ending 05/31/12)—one (1) SPOT Connect device (ARV: \$169.99).

- 6. CONTEST FIRST ROUND AND SECOND ROUND JUDGING.** All Contest Entries must meet the Contest entry requirements described in these Official Rules. Eligible Contest Entries will be judged by independent, qualified judges appointed by Sponsor, which may consist of representatives from Sponsor and other organizations. Decisions of the judges are final in all matters relating to the Promotion. Contest judging determinations are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by participants. Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of participants who will participate in the Contest. Odds of becoming a Finalist (and of winning a Contest prize) depend on the nature, quality and number of eligible Entries received.

First Round Judging. The judges will judge the Contest Entries in the Contest First Round Judging during the First Round Judging period running from June 1, 2012 through on or about July 31, 2012. Each judge will award up to a total of 350 points for an Essay in the First Round Judging according to the following judging criteria and point award method (the "Initial Judging Criteria"): (a) creativity and originality of Essay and proposed Adventure (0-100 points); (b) overall written quality of Essay (0-100 points); (c) demonstrated strategy for, and feasibility of, using a SylvanSport GO in the proposed Adventure (0-100 points); and (d) demonstrated likelihood of actual publicity and exposure of SylvanSport, the SylvanSport GO and the Adventure Gear Providers through proposed Adventure (0-50 points). The 50 Contest Entries with the most number of points in the First Round Judging will be deemed Contest semi-finalists (the "Semi-Finalists") Entries and will advance to the Second Round Judging.

Second Round Judging. The judges will judge the Semi-Finalist Entries in the Contest Second Round Judging running from the close of the First Round Judging period through on or about September 30, 2012. Each Judge will judge the Semi-Finalist Entries using the Initial Judging Criteria; the three (3) Semi-Finalist Entries with the most number of points in the Second Round Judging (the "Finalists") will potentially advance to the Finalist Competition, and will each potentially win an Adventure Gear Package (according to rank among the three Finalists). The Finalist with the highest score in the Second Round Judging will receive the Gold Adventure Gear Prize Package; the Finalist with the second highest score in the Second Round Judging will receive the Silver Adventure Gear Prize Package; and the Finalist with the third highest score in the Second Round Judging will receive the Bronze Adventure Gear Prize Package.

In the event of a tie among Contest participants for any of the Semi-Finalist positions or among Semi-Finalist Entries for any of the Finalist positions (or rank among Finalists), the judges will re-judge the tied Contest Entries using the Initial Judging Criteria, until such time as the Semi-Finalist position(s) or Finalist position(s) is/are determined.

- 7. CONTEST FINALIST NOTIFICATION AND REQUIREMENTS.** Sponsor will announce

the three (3) potential Finalists on or about October 1, 2012. Sponsor will assign each potential Finalist a three (3) month period (the “Finalist Adventure Period”) in which each Finalist will be required to undertake and complete the Adventure proposed in such Finalist’s Essay. (Each Finalist Adventure Period will take place within the period between October 1, 2012 and October 1, 2013.)

Potential Finalists must comply with all of the terms and conditions of these Official Rules, and Finalist position (and winning associated prize) is contingent upon fulfilling all requirements. Potential Finalists will be notified by phone, email or mail. If potential Finalist does not respond to notification within ten (10) days of the date of Finalist notification, Finalist position (and associated prize) will be forfeited and the Semi-Finalist with the next highest score in the Second Round Judging will become an alternate potential Finalist. In order to participate in the Finalist Competition and to be eligible to receive prizes, potential Finalists will be required to sign and return a notarized Affidavit of Eligibility and Finalist Agreement and Release (a “Release”) within ten (10) days of the date of Finalist notification. Through the Release, the potential Finalist, among other things, (i) covenants and agrees to undertake and execute the Adventure described in the Finalist’s Essay during the assigned Finalist Adventure Period; (ii) agrees to publicize and promote the Adventure and the SylvanSport GO during the full course of the Finalist Adventure Period in the manner described in the Finalist’s Essay; (iii) releases and indemnifies Sponsor and the Adventure Gear Providers from any and all liabilities, costs and expenses in connection with the Finalist’s Adventure; (iv) agrees to pay for any replacement/repair costs associated with the SylvanSport GO and/or other items provided by Sponsor which are damaged or lost during the course of the Finalist’s Adventure; and (v) grants a publicity release to Sponsor (where permitted by law). In the event of non-compliance with any of these requirements, Finalist position (and potential prizes) will be forfeited and the Semi-Finalist with the next highest score in the Second Round Judging may be selected as an alternate potential Finalist.

Skill-Testing Question for Canadian Residents: If a potential Finalist is a Canadian resident, in order to participate in the Finalist Competition (and to win associated prize(s)), the Canadian resident must first correctly answer unaided a time-limited, mathematical skill-testing question by telephone at a predetermined mutually agreeable time. In the event that a potential Finalist who is a Canadian resident is unable or otherwise fails to correctly answer the skill-testing question, the Canadian resident will forfeit the Finalist position, and Sponsor may, in its sole discretion, award Finalist position to the Semi-Finalist with the next highest score in the Second Round Judging.

Finalist will be awarded Finalist’s Adventure Gear Prize Package at Sponsor’s facility in Brevard, NC immediately prior to commencement of Finalist’s Adventure.

**8. FINALIST COMPETITION; FINALIST JUDGING.** In the Finalist Competition, each Finalist will be provided with a SylvanSport GO and with the Finalist’s Adventure Gear Prize Package (the level of which is determined by the Finalist’s rank among Finalists in the Second Round Judging) to use in the execution of the Finalist’s proposed Adventure. **No other costs, expenses or resources required for a Finalist’s Adventure will be provided, and each Finalist is solely and entirely responsible for any and all costs, expenses or resources associated with Finalist’s Adventure. A Finalist is also solely and entirely responsible for any and all costs and expenses associated with retrieving the SylvanSport GO and the Finalist’s Adventure Gear Package from Sponsor’s facility in Brevard, NC and associated with returning the SylvanSport GO to Sponsor in the same condition as when received (reasonable wear and tear excepted) within the Finalist Adventure Period assigned to such Finalist.** Each Finalist must undertake and complete the Finalist’s Adventure within the assigned Finalist Adventure Period. Sponsor reserves the right to disqualify any Finalist that fails to undertake and complete the Finalist’s Adventure within the assigned Finalist Adventure Period.

Finalist Judging. Following the close of the third and final Finalist Adventure Period, the judges will judge each Finalist’s executed Adventure in the Finalist Judging where each judge will award up to a

total of 300 points to a Finalist according to the following judging criteria and point award method (the “Finalist Judging Criteria”): (a) success and quality of the Finalist’s Adventure as executed (0-100 points); (b) actual use and integration of the SylvanSport GO in the execution of Finalist’s Adventure (0-100 points); and (c) quality and quantity of publicity and exposure of SylvanSport, the SylvanSport GO and the Adventure Gear Providers through the Finalist’s Adventure (0-100 points). The Finalist with the most number of points in the Finalist Judging will be deemed the Grand Prize winner. The Grand Prize winner will be announced in October, 2013. In the event of a tie among Finalists for the Grand Prize, the judges will re-judge the tied Finalists using the Finalist Judging Criteria until such time as the Grand Prize winner is determined.

- 9. CONTEST PRIZES.** Through the Contest, Sponsor will award one (1) Grand Prize, one (1) Gold Adventure Gear Prize Package, one (1) Silver Adventure Gear Prize Package, and one (1) Bronze Adventure Gear Prize Package. In the event that a Finalist does not participate in the Finalist Competition, such Finalist’s Adventure Gear Prize Package will not be awarded. In the event that no Finalists compete in the Finalist Competition, Sponsor may, in its sole discretion, retain all Contest prizes.

Grand Prize consists of the SylvanSport GO used for the Adventures and a Grand Prize Adventure Gear Prize Package. Total approximate retail value (“ARV”) of Grand Prize: \$10,300. “Grand Prize Adventure Gear Prize Package” consists of, among other things: 1 Black Diamond Storm Headlamp; 1 Wegner Rothorn 4 person tent; 1 Wenger Swiss Army Knife Blackout Evo Grip 632; 2 Wegner Sport top drinking bottles; 1 Wegner Clava Lighter; 1 SPOT Connect receiver device; SPOT Connect basic service plan; 2 Keen shoe certificates; 2 pairs of Keen socks; 1 Kelty large folding cooler; 1 Kelty Base camp Duffle; 4 Kelty Eclipse 15 sleeping bags; 4 Grand Trunk travel pillows; 2 Grand Trunk packable down blankets; and 2 Grand Trunk single parachute hammocks.

Gold Adventure Gear Prize Package consists of: a \$200 gift card; 1 Yakima Bowdown Kayak Stacker; 1 Yakima High roller Bike Rack; 2 Black Diamond Epic 35 Packs; 1 Black Diamond Storm Headlamp; 1 Wegner Rothorn 4 person tent; 1 Wenger Swiss Army Knife Blackout Evo Grip 632; 2 Wegner Sport top drinking bottles; 1 Jackson Kayak Journey Kayak; 1 Jackson Kayak Lightning Paddle; 1 SPOT Connect receiver device; 2 Keen shoe certificates; 2 pairs of Keen socks; 1 Kelty camp kitchen sink; 1 Kelty large folding cooler; 1 Kelty Base camp Duffle; 2 Kelty Eclipse 15 sleeping bags; 2 Kelty Essential chairs; 1 Kelty Bintu hauler; 2 Grand Trunk travel pillows; 1 Grand Trunk packable down blanket; 1 Grand Trunk Blackout hooded travel pillow; 2 Grand Trunk single parachute hammocks; and 2 Grand Trunk double parachute hammocks. Total ARV of Gold Adventure Gear Prize Package is \$4,100.

Silver Adventure Gear Prize Package consists of: a \$200 gift card; 1 Yakima Bowdown Kayak Stacker; 1 Yakima High roller Bike Rack; 2 Black Diamond Epic 35 Packs; 1 Black Diamond Storm Headlamp; 1 Wenger Swiss Army Knife Blackout Evo Grip 632; 2 Wegner Sport top drinking bottles; 1 Wegner Portable Solar Charger; 1 Jackson Kayak Journey Kayak; 1 Jackson Kayak Lightning Paddle; 1 SPOT Connect receiver device; 2 Keen shoe certificates; 2 pairs of Keen socks; 1 Kelty camp kitchen sink; 1 Kelty Base camp Duffle; 2 Kelty Essential chairs; 1 Kelty base camp kitchen; 1 Kelty Bintu hauler; 2 Kelty Eclipse 15 sleeping bags; 2 Grand Trunk travel pillows; 1 Grand Trunk packable down blanket; 1 Grand Trunk Blackout hooded travel pillow; 2 Grand Trunk single parachute hammocks; and 2 Grand Trunk double parachute hammocks. Total ARV of Silver Adventure Gear Prize Package is \$4,000.

Bronze Adventure Gear Prize Package consists of: a \$200 gift card; 1 Yakima Bowdown Kayak Stacker; 1 Yakima High roller Bike Rack; 2 Black Diamond Epic 35 Packs; 1 Black Diamond Storm Headlamp; 1 Wenger Swiss Army Knife Blackout Evo Grip 632; 2 Wegner Sport top drinking bottles; 1 Wegner Clava Lighter; 1 Jackson Kayak Journey Kayak; 1 SPOT Connect receiver device; 2 Keen shoe certificates; 2 pairs of Keen socks; 1 Kelty camp kitchen sink; 1 Kelty Base camp

Duffle; 2 Kelty Essential chairs; 1 Kelty base camp kitchen; 2 Kelty Eclipse 15 sleeping bags; 2 Grand Trunk travel pillows; 1 Grand Trunk packable down blanket; 1 Grand Trunk Blackout hooded travel pillow; 2 Grand Trunk single parachute hammocks; and 2 Grand Trunk double parachute hammocks. Total ARV of Bronze Adventure Gear Prize Package is \$3,600.

**Please note that Finalists are solely responsible for any and all costs and expenses associated with obtaining Adventure Gear Prize Packages. Grand Prize winner is solely responsible for any and all costs and expenses associated with obtaining/delivering SylvanSport GO and Grand Prize Adventure Gear Prize Package to Grand Prize winner following announcement of Grand Prize winner.**

**10. GENERAL CONDITIONS RELATING TO PRIZES.** All prize winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Prize winners may be required to sign and return an Affidavit of Eligibility and Release within 14 days of notification in order to receive the prize(s). In the event of non-compliance with these requirements, the prize will be forfeited and an alternate winner will be selected. If prize/prize notification is returned as undeliverable, the prize will be forfeited and an alternate winner will be selected. Unclaimed prizes and/or forfeited prizes may not be awarded.

In the event of a dispute as to the identity of a prize winner based on an email address, the winning Entry will be deemed to be the authorized account holder of the email address submitted at time of entry. For purposes hereof, an “authorized account holder” is the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All taxes or expenses, including, without limitation, sales tax, luxury tax and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor’s sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

**11. GENERAL CONDITIONS OF PARTICIPATION.** The Promotion is subject to all applicable federal, state, and local laws and regulations. By entering, participant (and if participant is under the age of majority in their state of legal residence, participant’s parent or legal guardian) agrees: (i) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (ii) that Essays cannot be used by participant (or third parties) for any commercial purpose other than to enter the Contest; and (iii) to be contacted by Sponsor by mail, email or telephone. By entering the Promotion, participant (and if participant is under the age of majority in their state of legal residence, participant’s parent or legal guardian) further agrees that Sponsor may post, publish and use all or any part of participant’s Entry (and if participant is a Weekly Prize winner or a Contest Finalist, use participant’s name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information), in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and participant hereby releases Sponsor, the Adventure Gear Providers, and their parents, subsidiaries, affiliates, and the directors, officers, employees, or agencies from any liability with respect thereto.

Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any Promotion it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Promotion more than the permitted number of times through the use of multiple email addresses or any other device or means, or tampered with the entry process, the operation of the Promotion, or any other aspect of this Promotion; and (ii) modify, cancel or suspend part or all of

this Promotion in the event that human or technical errors occur in the administration of this Promotion or the processing of Entries, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the Promotion. In such event, or in the event the Promotion is cancelled, suspended or discontinued for any reason, Sponsor may judge and award Contest prizes and based on Contest information collected up to the time of Contest cancellation or suspension, and may award Weekly Prizes in a random drawing from all eligible entries received prior to the date of cancellation or suspension.

Neither Sponsor, the Adventure Gear Providers, nor any of their respective parents, subsidiaries, affiliated companies, agents, employees, shareholders, members, managers, representatives or agencies, shall have any obligation or responsibility, including any responsibility to award any prizes to participants, with regard to: (i) Entries that contain inaccurate information or do not comply with or violate these Official Rules; (ii) Entries or prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, Entries, or any incorrect or inaccurate transcription of entry information; (iv) participants who have committed fraud or deception in entering or participating in the Promotion or in claiming any prize; (v) any problems or technical malfunctions of the Promotion or of any telephone or communications network or lines, computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials related to this Promotion; (vi) any inability of a winner to accept a prize or participate in an Adventure for any reason; or (vii) the inability to award all or any part of a prize or Adventure due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

By participating in this Promotion, participants (and if participants is under the age of majority in their state of legal residence, participant's parent or legal guardian) releases Sponsor, the Adventure Gear Providers, and their respective parents, subsidiaries, affiliates, shareholders, members, managers, officers, agents, printers, distributors, and advertising agencies, and their employees, agents, and consultants, from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from participant's participation in this Promotion, or in any Promotion related activity or Adventure, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of or to obtain or use a prize or undertake an Adventure. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

**12. CONTEST REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** By entering the Contest, participant represents and warrants as follows: (i) the Entry is the participant's sole, original work, and participant holds the sole and exclusive rights to the Entry; (ii) the Entry was created solely by the participant for the purpose of entering the Contest; (iii) no part of the Entry has been previously published, distributed or otherwise exploited; (iv) the Entry does not and will not violate or infringe upon the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) the Entry does not contain any computer virus and is otherwise uncorrupted; (vi) the Entry does not and will not violate any applicable laws or applicable publishing/posting standards or requirements; (vii) the Entry is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; and (viii) the Entry otherwise complies with all of the requirements and conditions of the Official Rules, including, without limitation, all those requirements and conditions listed in section 4 of these Official Rules.



Participant hereby agrees to indemnify and hold Sponsor, the Adventure Gear Providers, their respective parents, subsidiaries, affiliates, shareholders, members, managers, officers, directors, agents, representatives, printers, distributors, and advertising agencies, and their employees, agents, and consultants, harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of participant hereunder. If participant is a minor in his or her state of legal residence and is selected as a potential Finalist, prior to participating as a Finalist, participant's parent or legal guardian will be required to acknowledge all of the foregoing in writing on the minor's behalf and will be required to further acknowledge that the minor and parent/legal guardian shall be bound thereby.

**13. CONTEST GRANT OF RIGHTS.** By participating in the Contest, participant (and if participant is under the age of majority in their state of legal residence, participant's parent or legal guardian) irrevocably grants Sponsor, its subsidiaries, divisions, affiliates, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit and/or otherwise use the Essay in whole or in part, and copyrights therein, in any way and in any and all media, in Sponsor's sole discretion, including but not limited to, the posting of the Entry (in whole or in part) on the Website, social networking sites or any websites owned or operated by Sponsor or its affiliates, divisions or subsidiaries. Upon Sponsor's request, participant (and if participant is under the age of majority in their state of legal residence, participant's parent or legal guardian) agrees to sign any and all legal forms deemed necessary by Sponsor to irrevocably assign, convey and transfer to Sponsor any and all right, title and interest in and to the Essay, including without limitation, all copyrights associated therewith, or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules.

**14. DISPUTE RESOLUTION.** Any and all disputes with respect to this Promotion will be resolved in the appropriate courts in the State of North Carolina exclusively, and subject to the laws of the State of North Carolina, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of North Carolina and any other laws, the conflict will be resolved in favor of the laws of the State of North Carolina. By entering, participant consents to the exclusive jurisdiction and venue of the federal, state and local courts located in/for Asheville, North Carolina. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by entering this Promotion, participant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)

**15. WARNING.** ANY ATTEMPT BY PARTICIPANT OR ANY OTHER PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

**16. SPONSOR/OPERATOR.** Promotion sponsor/operator: SylvanSport, LLC, 235 Commerce Street, Brevard, NC 28712 ("Sponsor").

**17. WINNERS LIST.** For names of Promotion prize winners, send a self-addressed, stamped, business-size envelope to: 2012 SylvanSport Coolest Camper Ever Adventure Promotion Winners List, 235 Commerce Street, Brevard, NC 28712, by April 1, 2014. Information regarding scores awarded by judges for Contest Entries will not be available. (Winner list requests originating from Canada may omit the stamp on the return envelope.)