

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, PUERTO RICO AND OTHER US TERRITORIES) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER.

**SmartWool® “Rocky Mountain Rendezvous” Sweepstakes (the “Sweepstakes”)
—Official Rules**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.

1. The Sweepstakes Period is from 12:00:01 am Mountain Time (MT) August 4, 2008 (“Sweepstakes–Start”) to 11:59:59 pm MT October 31, 2008 (“Sweepstakes–End”). Sponsor’s clock governs time.
2. **Eligibility:** This Sweepstakes is open only to legal residents residing in 50 United States and D.C. who are at least the age of majority in their state of residence and who had Internet access at the time of entry. Void in Puerto Rico, other US territories or where prohibited, licensed, restricted or taxed. Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless where they live) or members of household of The Timberland Company, dba SmartWool (“Sponsor”), Vail Resorts Management Company and THE MARKETING AGENCY, LLC (“Administrator”), their respective parent companies, subsidiaries, advertising, design, web design, web hosting and publicity agencies (the “Sweepstakes Entities”) and anyone connected with the production or distribution of this Sweepstakes are not eligible to enter or be awarded a prize.
3. **How to Enter:** This Game is played only on the Internet. Go to www.SmartWool.com, click through on the SmartWool “Rocky Mountain Rendezvous” Sweepstakes graphic and enter all the required information requested including an email address for which you are the authorized user. **Maximum one (1) entry per person.** Entries must be made by an individual from a stand-alone computer and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. All discovered entries made in violation of these Official Rules will be deleted. “Authorized user” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address.
4. **Winner Selection:** One Grand Prize winner and 25 First Prize winners will be drawn in random drawings from all eligible entries received and awarded from Game – Start to September 30, 2008 on or about October 20, 2008. A second Grand Prize winner and 25 First Prize winners will be selected from all eligible entries received and awarded during the Sweepstakes Period on or about November 20, 2008. The

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potential Grand Prize winners will be notified within three (3) days after the selection is made via email to the email address submitted during registration. A potential winner will have three (3) business days to reply, agreeing to accept the prize and providing/confirming full contact information. Failure to confirm and provide the above will signify to Sponsor that the prize has been declined and forfeited for all time and another potential winner will be chosen in random drawings. First Prize winners will be sent their prizes to the address provided at registration. In addition, a separate drawing will be held and five (5) winners will be chosen at random from all entrants that used the "Forward to a Friend" e-mail function to refer at least one (1) friend or family member during each drawing period and they will be sent their prizes to the address provided at registration.

5. **Quantity, Prize, Approximate Retail Value (ARV) and Odds:** **(2) Grand Prize:** A 2-day/2-night "Vail Resorts Vacation Package" for two (2) consisting of: roundtrip, coach airline travel for two (2) from/to the nearest major airport to winner's residence to Denver, Co (there may be stops and/or plane changes on all legs of the trip); two (2) nights, standard, double-occupancy accommodation in a hotel of Sponsor's choosing from: Vail- *Lionshead Inn*, Creek- *Centennial Lodge*, Keystone- *Keystone Inn*, or Breckenridge- *Great Divide Lodge*. If space is not available in the abovementioned hotels, Sponsor will select a comparable, alternative hotel in its sole discretion; and two (2) days of lift tickets for two (2) on Vail Mountain Resort, Keystone Resort, Beaver Creek Resort or Breckenridge Resort (4 lift tickets total). Ground Transportation to and from the airport provided by Colorado Mountain Express (CME). In addition to the trip, the winner and his/her companion will receive a SmartWool Outfit awarded as a \$600 shopping credit on www.smartwool.com. **ARV:** \$2,900. If Grand Prize winner resides in Colorado, airline travel will not be provided; the winner will be offered ground transportation to and from the resort by CME (Colorado Mountain Express). Grand Prize winner will be responsible for all items not specifically specified in these rules including, without limitation, meals, beverages, gratuities, telephone, incidentals, transportation to and from originating and destination airports, personal expenses and travel/medical/baggage insurance. Grand Prize winner must book travel at least one (1) month in advance through Sponsor or Sponsor's agent and accept travel arrangements provided by Sponsor. Travel is subject to changes, transfers, space availability and blackout dates (including all major holiday weekends including 11/26/ through 11/30/08; 12/19/08 through 1/04/09; 1/17/ through 1/20/09; 2/13/ through 2/20/09; 4/10/ through 4/12/09; 5/23 through 5/25/09; 7/03 through 7/05/09), The prize is awarded "as is" and must be used by July 31, 2009. Winners will be asked to present a valid, major credit card upon check-in at the hotel to cover all charges not specifically mentioned as part of the prize. **(25) First Prize:** A pair of SmartWool PHD socks. **ARV:** \$19.95. **(5) "Forward to a Friend" Prize:** A pair of SmartWool Spring gloves. **ARV:** \$70.00. Odds of winning any prize: Dependent on the total number of eligible entries received/awarded by each drawing date. Should the actual value of the prize be less than the ARV stated, the difference will not be awarded in cash. All winners will be responsible for all other expenditures not specifically mentioned here. Winners acknowledge that Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee,

expressed or implied, in fact or in law, relative to a prize or regarding the use, value or enjoyment of the prize. All Prizes will be awarded if properly claimed according to the Official Rules.

6. **General:** Sweepstakes administration and winner selection and verification will be conducted by THE MARKETING AGENCY, LLC, an independent judging organization whose decisions are final and legally binding. No participant or winner shall have the right to contest any decision by Sponsor or the independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. By participating in this Sweepstakes, you agree to be bound by these Official Rules. Sponsor is not responsible for those who cannot access the Internet or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems, or for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, human errors including, but not limited to, errors by Sponsor's representatives who enter incorrect information into any of Sponsor's computer systems or by force majeure. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly. Winner will be drawn from eligible entries awarded and received up to the time of cancellation for the next scheduled drawing. Should the Game be canceled/terminated before the first scheduled drawing, the second drawing will not be held. Sponsor reserves the right to disqualify any entry from the Sweepstakes if in Sponsor's sole judgment entrant has not complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Only the prize and the value listed in the Official Rules shall be awarded. Grand Prize winner and travel companion (who must be the age of majority in his/her state of residence or over) must travel all segments of the prize trip together. Winner and travel companion are responsible for: 1) all travel documents including, without limitation, a current, valid US Passport or other identification documents acceptable to the airlines, the U.S. Transportation Security Administration and the US Government; (2) all medical requirements; (3) respecting all local regulations, and (4) for full compliance with the regulations of all venues. Sponsor, airline(s), hotel and mountain have the right to refuse travel and/or admission, as they may apply, to anyone who does not have proper travel documents or who does not comply with all regulations or comport him/herself properly. There will be no substitution or compensation for a prize or part of a prize forfeited due to winner's or winner's companion's non-compliance with travel and venues' regulations or any other reason. The Grand Prize winner and his/her travel companion will be required to execute and return an *Affidavit of Eligibility, Liability and Publicity Release* and *Affidavit of Eligibility, Liability and Publicity Release (Travel Companion)* respectively within three (3) business days of date on notification or it

will be concluded definitively that the prize has been declined and, without further notice, an alternative winner may be selected in random drawings. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure. Prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner shall be selected in random drawings.

7. **All federal, state and local laws and regulations apply.** If any provision of the Sweepstakes shall be deemed to violate any federal, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All taxes are winner's responsibility and a 2009 form #1099 will be issued to the Grand Prize winner for \$2,900.
8. Acceptance of the prize constitutes permission to use the winner's name, voice and likeness and any and all identifying characteristics for promotional, advertising and publicity purposes by Sponsor (including posting to the SmartWool.com website); this permission includes, but is not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.
9. Sweepstakes Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
10. All entries submitted become the property of Sponsor and none will be acknowledged. Sponsor and Administrator collect personal information from you when you enter the Sweepstakes. The information collected is subject to

Sponsor's/Administrator's Privacy Policies found by clicking on the "Privacy Policy" link on www.SmartWool.com and The Marketing Agency's Privacy Policy found at www.themarketingagency.com/html/aboutUs.html.

11. By entering, entrant agrees that any and all disputes, claims, action and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Rockingham County, New Hampshire without regard for conflict of law doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' or experts' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
12. **For a Winners List** — available on or about December 10, 2008, send a hand-printed, self addressed, stamped #10, business envelope to Winner — "SmartWool Rocky Mountain Rendezvous" Sweepstakes, c/o The Marketing Agency, 2881 East Oakland Park Boulevard, Fort Lauderdale, FL 33304 . Requests must be received by January 10, 2008. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. **You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.**
13. This Promotion is sponsored by The Timberland Company, dba SmartWool, 200 Domain Drive, Stratham, NH 03885 and is administered by The Marketing Agency, LLC, 233 Needham Street, Suite 300, Newton, MA 02464.

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