# Burton Corporation "Burton Frendly Gathering Contest" Sweepstakes Official Rules

# NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR CLAIM A PRIZE. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

<u>Sweepstakes Period:</u> The Burton Corporation "Burton Frendly Gathering Contest" Sweepstakes (the "Sweepstakes") begins at 9:00:00 AM Eastern Time ("ET") on June 3, 2013, and ends at 11:59:59 PM ET on June 13, 2013. The Sponsor's computer, or that of its designee, runs the <u>official</u> clock for the Sweepstakes and will solely determine the time by which an entry is received.

Eligibility: Sweepstakes is open to all legal residents of the fifty (50) United States, the District of Columbia ("D.C."), Puerto Rico, and Canada who are at least eighteen (18) years of age or older at the time of entry. Residents of Quebec are not eligible. Employees and consultants of Burton Corporation ("Sponsor") and any of its respective parent companies, related subsidiaries and affiliated companies, prize suppliers, and advertising and promotion agencies and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win a prize. Each entrant by participating in the Sweepstakes agrees to be bound by these Official Rules and the Sponsor's decisions. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.

#### **How To Enter:**

Go to the Sweepstakes registration page located at <a href="http://www.burton.com/frendlyg">http://www.burton.com/frendlyg</a> during the Entry Period. The Web Site will contain a description of the Sweepstakes and a link to the official entry form. Complete the required information on the entry form, which may include, among other things, full name, mailing address, e-mail address, telephone number and related registration information as prompted. Entrant must complete the entry form with all required information and click "submit" for the entry to be eligible.

All entries must be received by 11:59:59 PM EST on June 13, 2013. Entry is limited to one (1) per person for the duration of the sweepstakes.

Entries made with multiple e-mail addresses, under multiple identities or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. Multiple Sweepstakes entrants are not permitted to share the same email address. Mechanically reproduced, illegible or incomplete entries will not be eligible. All entries must be submitted in the name of an individual person and prizes can only be awarded to the person whose name is listed on the entry. Sponsor assumes no responsibility for incorrect or inaccurate entry information, human error or technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any computer equipment or software, or any combination thereof, or for lost, stolen, late or misdirected entries. All entries become the property of the Sponsor, and will not be acknowledged or returned. By entering the Sweepstakes, entrants agree to the use by Sponsor and its designees of their names and photographs/likenesses for any advertising and promotional purposes, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. Upon request, Winners agree to consent to such in writing.

**Random Drawings:** A random drawing to select one (1) prize winner will be conducted on or about the end date (June 13, 2013) from among all eligible entries received by the end date.

Winner Notification and Verification: Burton will notify potential winners by email or phone at the email address or daytime phone number provided with the entry on or about four (4) business days after the drawing date. Potential winner will be required to provide his/her mailing address information (e.g., full name, street address, city, state and zip code), and age within seven (7) days of issuance of notification that he or she is a potential winner. Potential winners may be required to complete and sign an Affidavit of Eligibility and Liability Release and a Publicity Release (collectively the "Affidavit"); and IRS Form W-9, all of which must be returned within seven (7) day from prize notification date or the prize will be forfeited and awarded to an alternate potential winner. Winner may also be required to furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law. If a potential Winner is a minor in his or her state of residence, a new winner will be chosen. A potential winner is required to be 18 years of age or older at the time of entry into the sweepstakes. Failure to timely return any documents requested, return of prize notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified. Sponsor shall have no further obligation to that potential Winner, and an alternate Winner will be selected.

### **Prize Description and Odds of Winning:**

One (1) Winner will receive a 4 day/3 night trip for two (2) to the Frendly Gathering at Timber Ridge in Londonderry, VT. ARV: \$3,000.00. Trip includes two (2) tickets to the Frendly Gathering, round trip coach class airfare from major airport near Winner's home to Burlington, VT, one (1) night at a Burlington hotel, 2 nights of camping at Frendly Gathering, and ground transportation to/from Burlington airport. Winner and guest must be available to travel on dates specified by Sponsor (currently planned for June 27 – 30, 2013) or forfeit the prize. The Frendly Gathering tickets, air transportation and hotel accommodations will be at the sole discretion of the Sponsor.

No cash equivalents, transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Prizes may not be transferred, bartered or sold. Winners are responsible for the payment of all taxes on the prize. The odds of winning the prize depends on the total number of eligible entries received by the applicable end date for that entry period in the Chart above. In no event will more prizes be awarded than those listed in these Official Rules. Decisions of the judges will be final and binding on all matters relating to this Sweepstakes. By accepting a prize manufactured or supplied by a third-party manufacturer, supplier, winners acknowledge and agree that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize, including without limitation, its quality, mechanical condition or fitness for a particular purpose.

### **Additional conditions of Trip Prizes:**

- The Prize will be forfeited if:
  - Winner is not available to travel on dates specified by Sponsor; or
  - The proper travel documents are not obtained by the winner by the date specified by Sponsor.
  - The winner is under the age of 18 at time of entry
- Winner and guest must travel on the same itinerary.
- Winner and guest must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Winner and guest must not have any medical, legal or any other reason that would prevent them from taking the prize.
- Winner and guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Winner and guest are bound by the terms and conditions of all airlines, hotels and other third party service providers
  used in connection with the Prize.
- Sponsor is not responsible if tickets, travel vouchers, certificates, or other similar items are lost, stolen, or misplaced by Winner and will not be replaced or if booked transportations are missed for any reason.
- Event tickets, air transportation and hotel accommodations will be at the sole discretion of the Sponsor.
- Exact dates and locations are subject to change, and are at the sole discretion of Sponsor. Travel must be completed
  on dates specified by Sponsor. Actual value of the trip depends on winner's residence or departure city. Specifics of
  prize package are subject to availability and Sponsor's sole discretion. Complete terms and conditions of trip will be
  furnished with prize notification. Other restrictions may apply.
- If a travel prize package winner lives within a 150-mile radius of travel prize destination ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.
- In the event Frendly Gathering has to be canceled for any reason whatsoever, in whole or in part, including but not limited to cancellations, postponements, an event of force majeure, or for any other reason, then the remaining components of the Prize shall constitute full satisfaction of Sponsor's prize obligation to the prize winner and his/her guest/travel companion, and no other or additional compensation will be awarded.

Conditions of Entry: Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete or inaccurate entries are void. By participating, entrants agree to comply with these Official Rules including all eligibility requirements. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder from which the entry is made. Sponsor, and it's parent company, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their officers, directors, shareholders, employees, representatives and agents (collectively "Releasees") are not responsible for: (i) incorrect or inaccurate transcription of entry information, or for any human, typographical or printing errors, (ii) technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online enrollment form, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes, (iii) or for late, lost, stolen, illegible, damaged, incomplete, inaccurate, undelivered, delayed or misdirected entries for any reason including computer, telephone, paper transfer, or process any transaction thereon, (iv) errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials. Entry materials that have been tampered with or altered are void. If, in the Administrator's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties

compromise the integrity of this Sweepstakes, the Administrator reserves the right to disqualify any individual (and void his/her entry and/or prevent him/her from future entry), and/or who tampers with the entry process and/or who is acting in violation of these Official Rules modify or cancel or terminate this Sweepstakes, in whole or in part, at any time without notice and award the prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. Caution: Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to modify prize award procedures at their discretion.

Disputes and Limitation of Liability: By participating in the Sweepstakes, except where prohibited, entrants agree: [1] to release, indemnify and hold harmless Releasees and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded; [2] any and all disputed, claims and causes of action arising out of or connected with this Sweepstakes or any Sweepstakes prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by within the State of Vermont; [3] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees; and [4] under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. This Sweepstakes and these Official Rules shall be interpreted in accordance with the laws of the State of Vermont without regard to its principles of conflicts of law. Releasees are not responsible for technical. computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon.

**ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA:** Potential Canadian winners will be required to correctly answer a time limited mathematical skill testing question administered by mail or telephone prior to award of any prize. Entrants confirm that they have a family or personal relationship with any Canadian resident(s) whose email addresses they provide (or Entrants confirm that they are not providing any Canadian residents' email addresses). If Entrants do not have such a family or personal relationship with any Canadian resident(s), they may be found in violation of Canadian law and subject to prosecution and significant monetary penalties.

**<u>Privacy:</u>** Information collected from entrants is used for the purpose of the prize drawings, to notify Winners, and for use by Burton Snowboards to communicate with entrants about future information related to Burton Snowboards products, promotions, sweepstakes, and any other information at its discretion. Information will not be sold to or shared with any third parties.

<u>Who Won:</u> To request the name of the winner, send an e-mail with the subject line: "Burton Snowboards Sweepstakes" to info@burton.com. Requests must be received no later than June 17, 2013. The info will be sent when the drawing has been conducted and the winner verified.

**Sponsor**: Burton Corporation, 80 Industrial Parkway, Burlington, VT 05401.

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