

## **“Fall in Love with the Outside” Sweepstakes OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “Fall in Love with the Outside” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States and shall only be construed and evaluated according to applicable U.S. law and state law. Do not enter this Sweepstakes if you are not located in the United States and otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Marmot Mountain LLC, 5789 State Farm Drive, Rohnert Park, CA, 94928 (the “Sponsor”) and administered by Alliance Sweepstakes Services, Inc., 620 Park Ave. #332, Rochester, NY 14607 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents residing in the forty-eight (48) contiguous United States (including the District of Columbia) who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence as of December 5, 2016 (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, Turismo Chile, LATAM Airlines, Craft Travel, DICK’S Sporting Goods, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, employees of each of the foregoing, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Hawaii, Alaska, Puerto Rico, U.S. territories, and where prohibited or restricted by law.**

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Administrator, which shall be final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01am EST on December 5, 2016, and ends at 11:59:59pm EST on December 16, 2016 (“Sweepstakes Period”). During the Sweepstakes Period, Entrants can obtain one (1) Sweepstakes entry by (a) visiting the Sweepstakes website, <https://sweepstakes.marmot.com> (the “Website”), and (b) complete the Sweepstakes entry form requesting the following information: First Name, Last Name, Email, Zip Code and Departure City. Each completed entry form will generate one (1) Sweepstakes entry.

**LIMIT one (1) entry per person.** Proof of submission of an entry is not considered proof of delivery to or receipt by Sponsor. The Released Parties are not responsible for: (a) late, incomplete, delayed, or misdirected entries; (b) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (c) any entries submitted in a manner that is not expressly allowed under these Official Rules; (d) incorrect or inaccurate entry information; (e) any typographical or other error in the printing or advertising of this offer, in the administration or execution of the Sweepstakes, or in the announcement/notification of the Grand Prize Winner; or (f) cheating or fraud by any Entrant. All incomplete or non-conforming entries will be disqualified.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <https://marmot.com/content/about-us/policies>. By entering the Sweepstakes, Entrants understand and consent to their automatic email opt-in to each of the Released Parties' (listed above) email lists. All subsequent emails from the Released Parties will contain a clear opt-out/unsubscribe feature.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error 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 relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION OF POTENTIAL WINNERS:** The potential Grand Prize Winner will be selected in a random drawing from among all eligible entries received in accordance with these Official Rules. The drawing will be conducted by the Administrator on or about December 19, 2016. The potential Winner will be contacted by the Sponsor via email. The Grand Prize Winner will be given instructions to contact the Administrator for further verification. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period.

**GRAND PRIZE:** One (1) Grand Prize will be awarded. The Grand Prize Winner, upon the Administrator's confirmation of eligibility, will receive an eleven (11) day adventure and action-packed trip to Torres de Paines (Patagonia), Easter Island, Santiago and the wine region of Rosario Valley, in Chile (the "Location"). The Grand Prize package includes:

- **LATAM Airlines** will offer two (2) round-trip tickets in Economy Class for the Grand Prize Winner and one companion from one of LATAM's gateways in the United States (Dulles, Virginia (IAD); Miami, Florida (MIA); Los Angeles, California (LAX); or New York City, New York (JFK)) to their final destination in Chile, the flights which shall be operated by LATAM Airlines Group or any of its affiliates. ARV of both Flights to/from Chile: **\$4,000.00**

- *Note: Restrictions and blackout dates may apply and must be confirmed with LATAM Airlines at time of Prize Redemption.*
- Should the Grand Prize Winner not reside in one of LATAM's gateways, LATAM will also cover costs of flights for Grand Prize Winner and one (1) companion departing from any airport in the forty eight (48) contiguous United States and the District of Columbia, with direct flights to one of the aforementioned gateways, not exceeding a total value of **\$1,500** for both Grand Prize Winner and one companion.

Promotional partner [Craft Travel](#) will provide the Grand Prize Winner and companion one (1) "Fall in Love With the Outside" 11-Day Trip for Two - <http://www.crafttravelgroup.com/package/fall-love-chilean-outdoors> Included in this prize, are lodging and some meals, with a total ARV of **\$15,539**, courtesy of Craft Travel.

- *Prize package provided by Craft Travel is valid for travel from January 1, 2017 to December 31, 2017. Restrictions and blackout dates may apply and must be confirmed with LATAM at time of Prize Redemption.*

\$2,000 worth of Marmot gear.

*All flights which shall be operated by LATAM Airlines Group or any of its affiliates. Note: Restrictions and blackout dates may apply and must be confirmed with LATAM Airlines at time of Prize redemption. Should the Grand Prize Winner not reside in one (1) of LATAM's gateway cities, LATAM will also cover costs of flights for Grand Prize Winner and one (1) companion departing from any airport in the forty-eight (48) contiguous United States and the District of Columbia, with direct flights to one of the aforementioned gateways, not exceeding a total value of \$1,500 for both Grand Prize Winner and one (1) companion.*

The Approximate Retail Value ("ARV") of the total Grand Prize package is \$23,039, which will vary depending upon ticket prices, points of departure, and seasonal fluctuation of hotel rates and airfares. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and traveling companion. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property. All travel dates are subject to change in Sponsors' sole discretion. If actual value of the Prize is lower than the stated ARV when Prize is procured and fulfilled, then the difference will not be awarded. Travel companion must be eighteen (18) years of age or older at the time of travel (or accompanied by parent/legal guardian). The Grand Prize Winner and traveling companion must travel on same itinerary. The trip must be fully executed between January 1, 2017 and December 31, 2017, or the Grand Prize will be forfeited. Blackout dates: April 14th-April 16th, April 29th - May 1st, May 8th - September 15th, and October 7th - October 9th, 2017. Other blackout dates and material

restrictions may apply. Travel, hotel and other accommodations are subject to availability. **NOTE: No substitution, assignment or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of comparable or greater value.**

**ADDITIONAL PRIZE CONDITIONS:** By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize(s). The potential Grand Prize Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if U.S. resident) in order to claim the Prize. The Winner's traveling companion will also be required to complete a Travel Companion Waiver. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winner will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of their Prize. The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply with the Sponsor's notification instructions within three (3) days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting the Grand Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S).

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or

misuse of the Prize(s). The Winner also acknowledges that 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(s).

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of California; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**WINNERS LIST REQUEST:** To request the name, city, and state of residence of the Winner, please send a self-addressed, stamped business size envelope, for receipt by January 31, 2017, to: Alliance/Marmot "Fall in Love with the Outside" Sweepstakes Winners List Request, 620 Park Ave. #332, Rochester, NY 14607.