

**Tony Lama**  
**“Win a Montana Fishing Trip of a Lifetime” Sweepstakes**  
**Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND A VALID EMAIL ADDRESS ARE REQUIRED.**

The Tony Lama “Win a Montana Fishing Trip of a Lifetime” Sweepstakes (this "Sweepstakes") will begin at 12:00:01 a.m. Eastern Standard Time ("EST") on January 16, 2012 and end at 11:59:59 p.m. EST on March 31, 2012 ("Sweepstakes Period"). Sponsor's computer is the official timekeeping device for this Sweepstakes. By participating in the Sweepstakes, you fully and unconditionally agree to comply with, and be bound by, these Official Rules. You further agree that Sponsor's and Administrator's (as defined below) decisions are final and binding in all matters related to the Sweepstakes. The Sweepstakes is sponsored by Justin Brands, Inc., 610 West Daggett, Fort Worth, TX 76104 ("Sponsor"). Sponsor is responsible for all aspects of this Sweepstakes.

**Eligibility:** To enter, you must be a legal resident of one of the 48 contiguous United States or the District of Columbia and you must be at least 21 years of age or older at the time of entry. Employees, officers and representatives of Sponsor and Administrator (as defined below), and any of their respective parent companies, affiliates, franchisees, licensees, distributors, suppliers, subsidiaries, retailers, advertising/promotion agencies (collectively, "Sweepstakes Parties") and members of the immediate family (parents, siblings, children and spouse, regardless of where they reside) and household members of each such employee, officer and representative (whether or not related) are not eligible to participate in this Sweepstakes. Your eligibility to win a prize is contingent upon fulfilling all requirements set forth herein and abiding by these Official Rules. All U.S. federal, state and local laws and regulations apply. **Void outside the 48 contiguous United States, in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where otherwise prohibited or restricted by law.**

**Two Ways to Enter: 1) Online** - If you are eligible to enter the Sweepstakes, you may do so by <https://www.tonylama.com/en/3RFishingTrip.html> (the "Website"). The Sweepstakes registration form will require you to provide the following information: your full name, complete mailing address, daytime phone number, and personal email address. Each completed registration received by Sponsor will received one (1) entry into this Sweepstakes. All required information must be completed to enter and to be eligible to win. Incomplete entries will automatically be disqualified. Online entries must be received by 11:59:59 p.m. EST on March 31, 2012.

Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries originating at any other Internet website, including (but not limited to) commercial sweepstakes subscription notification and/or entering service sites will automatically be void.

**2) Mail-in** - If you are eligible to enter the Sweepstakes, you may do so by obtaining an in-store Sweepstakes registration form at any participating store location where Tony Lama products are sold. Next, handwrite your full name, complete mailing address, daytime phone number, and email address on the registration form and mail it to: Tony Lama "Montana Fishing" Sweepstakes, 90 Rockwood Place, Rochester, NY 14610. All mail-in entries must be postmarked by March 31, 2012, and received by April 5, 2012. The postmark date will be the entry date. Each valid mail-in entry received will count as one (1) Sweepstakes entry.

**Limit one (1) entry per person per household during the Sweepstakes Period, regardless of method of entry.** The Sweepstakes Parties are not responsible for damaged, lost, late, misdirected (due to lack of postage), or incomplete Sweepstakes entries. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify and void any your entries if you (i) submit more than the stated maximum number of entries or (ii) Sponsor believes you have tampered with, influenced or impaired the administration, security, fairness or proper play of this Sweepstakes (e.g., using automated or robotic entry devices) or you have attempted to engage in such conduct. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information to administer this Sweepstakes.

**Internet Limitations of Liability:** If any infection, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other cause beyond Sponsor's control that, in Sponsor's sole opinion, affects (or threatens to affect) the integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to (i) disqualify any responsible individual from participating in this Sweepstakes and/or (ii) cancel, terminate, suspend and/or modify the Sweepstakes, or any part of it, at any time, without notice and award prizes using all non-suspect eligible entries received as of the termination/suspension date. Sweepstakes Parties assume no responsibility and have no liability for:

- any error or omission or defect in, unauthorized access to, or interruption or theft or destruction or alteration or deletion of entries or the Website;
- lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, damaged, destroyed or misdirected entries or information, regardless of the cause;
- failures, errors, omissions or malfunctions of phones, phone lines, communication lines, or telephone or data transmission systems;
- interrupted or unavailable networks, servers or other connections or traffic congestion on the Internet;
- typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials; or
- other problems, technical malfunctions, or errors of any kind whether related to telephone network or telephone lines, computer equipment or computer online systems, networks, servers, providers, software, programming, the failure of any email or entry to be received by Sponsor on account of technical, electronic or mechanical problems, human error, or any combination thereof relating to or in connection with the Sweepstakes, including, without limitation, damage to any an entrant's or any other person's computer or technological equipment (or any information stored therein) or errors or problems which may occur in the administration of the Sweepstakes, the

processing of entries, the selection or announcement of winners, or the awarding of prizes.

**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.** In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account cited in the entry. "Authorized account holder" is defined as the natural person who is assigned to an email account 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. Potential Grand Prize winners may be required to show proof of being the authorized account holder.

**Grand Prizes:** The 48 contiguous United States will be broken into the two (2) following regions ("Regions"):

**REGION I – All (continental) states located west of the Mississippi River**

**REGION II – All states located east of the Mississippi River**

There will be **two (2) Grand Prizes** (one (1) for each Region) awarded following the conclusion of the Sweepstakes. Each Grand Prize winner, upon further confirmation of eligibility, will receive a fishing trip for two (2) people at the Forrester's Bighorn River Resort in Fort Smith, MT. The Grand Prize package includes roundtrip economy airfare for the winner and travel guest, four (4) nights hotel accommodations at the Forrester's Bighorn River Resort, all guide and lodge gratuities, Orvis-endorsed guides, three (3) gourmet meals per day, transportation to and from the resort's fishing area, transportation to and from Billings Logan Airport, and all proper fishing equipment. Both fishing trips are scheduled for Wednesday, July 25 to Saturday, July 28, 2012. The Approximate Retail Value of each Grand Prize package is \$7,840.00 Total Prize Pool - \$15,680.00.

By accepting the aforementioned prize, the winner agrees to release the Sweepstakes Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Sweepstakes and for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. All expenses and incidentals 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 each Grand Prize winner and his/her traveling companion. Government-issued documentation is required for travel. 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. Sponsor shall not be

liable for any loss or damage to baggage and/or personal property. If actual value of prize is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. Travel, hotel, and other accommodations are subject to availability. Travel companion must be 21 years of age or older. The Grand Prize winner and traveling companion must travel on same itinerary as set by Sponsor, in its sole discretion. Prizes are not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value.

**Drawing and Notification:** Each potential Grand Prize winner will be selected in a random drawing from among all eligible entries submitted by residents of the potential Grand Prize winner's Region during the Sweepstakes Period. Both random drawings (i.e., one (1) for each Region) will be conducted by the American Sweepstakes & Promotion Co. ("the Administrator"), an independent judging organization, at its offices located at 300 State St., Ste. 402, Rochester, NY 14614. Both Grand Prizes will be awarded. By entering this Sweepstakes, you acknowledge and agree that the Administrator's decisions are final in all matters relating to this Sweepstakes. The drawings will be completed on or about April 15, 2012. **Odds of winning will depend on the total number of eligible entries received in your Region.** Each potential Grand Prize winner will be notified by telephone at the telephone number listed on his/her entry and by mail at the residential address listed on his/her entry. After initial notification and verification of a potential Grand Prize winner's eligibility, confirmation will be sent to the Grand Prize winner in writing via USPS mail or other home delivery service of Sponsor's choice.

**Prize Conditions:** All local, state and federal taxes are each Grand Prize winner's sole responsibility. Both Grand Prize winners will be required to sign an Affidavit of Eligibility and Liability Release and Publicity Release (where permitted by law) and return it within ten (10) days of written notification by mail or prize may be forfeited and an alternate potential Grand Prize winner selected. A faxed copy shall have the same force and effect as the original, executed version of same. Both Grand Prize winners' travel companion must also execute and return a Liability Release and Publicity Release (where permitted by law). If a prize or prize notification is returned as unclaimed or undeliverable to a potential Grand Prize winner, if a potential Grand Prize winner cannot be reached within three (3) calendar days from the first notification attempt, if a potential Grand Prize winner fails to return requisite document within the specified time period, or if a potential Grand Prize winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Grand Prize winner will be selected for the prize at issue. Each potential Grand Prize winner is subject to eligibility verification before any prize will be awarded. Limit one (1) prize per person/family/household email or mailing address.

**Other Terms & Conditions:** By participating in the Sweepstakes, you agree that: 1.) Sponsor and its designees and assigns shall have the right and permission to use (unless prohibited by law) your name, photograph, likeness, statements, biographical information, voice address (city and state) and other indicia of persona for advertising, publicity and other business purposes, in all forms of media, in perpetuity, without further notice, permission or compensation; and 2.) Sweepstakes Parties and their designees and assigns and all of their respective officers, directors, employees, representatives and agents shall have no liability and you will indemnify, release, defend and hold Sweepstakes Parties harmless from any and all liability, loss, injury, or damage

to you or any other person or entity, including but not limited to, personal injury, death or damage to personal or real property, due, in whole or in part, directly or indirectly, by reason of the acceptance, receipt, possession, use or misuse of the Grand Prize (including any Grand Prize activity or travel related thereto), typographical or other errors in the printing, offering, or announcement of the Grand Prizes or participation in this Sweepstakes or any Sweepstakes-related activity. You further acknowledge that the Sweepstakes 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 Grand Prize, including, but not limited to, its quality or fitness for a particular purpose. The Grand Prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND.

**Privacy Notice:** Sponsor collects your personal data when you enter this Sweepstakes. Entering the Sweepstakes constitutes participant’s permission for the Sponsor and its affiliated companies to maintain the data in the United States. The data is collected to maintain a record of those who have entered the Sweepstakes, to contact the potential Grand Prize winners, and for marketing purposes in accordance with Sponsor’s privacy policy located at <http://www.tonylama.com/en/policy.html>.

**Disputes:** Except where prohibited by law, by entering the Sweepstakes, you agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim punitive, exemplary, indirect, special, incidental or consequential damages, any other damages (whether to due to negligence or otherwise), other than actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased.

**All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Sweepstakes Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Texas. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in Tarrant County, Texas, and you hereby consent to the personal and exclusive jurisdiction of such courts with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules or Sweepstakes and waive any right of change of venue, forum non conveniens and any like right. YOU HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED BY BOTH YOU AND SPONSOR.**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in

effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. The value of the Grand Prize set forth above represents Sponsor's good faith determination of the ARV thereof and such determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**Winners List:** To request the name of the Grand Prize winners, please send a self-addressed, stamped business size envelope, by May 15, 2012, to: ASC/Justin Brands "Montana Fishing Trip" Sweepstakes Winners List Request, 300 State St. Suite 402, Rochester, NY 14614.

**Official Rules Request:** These Official Rules are available at <http://www.tonylama.com/contests/rules/3RFishingTripRules.pdf>. For your own printed copy, send a self-addressed stamped envelope to ASC/Justin Brands "Montana Fishing Trip" Sweepstakes Official Rules Request, 300 State St. Suite 402, Rochester, NY 14614 for receipt by March 31, 2012.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

This Sweepstakes may not be published elsewhere without written permission from Sponsor, which may be withheld or granted in Sponsor's sole discretion.