



## The "GoLite GoLite Up Your Day" Giveaway Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. Internet access is required to participate.**

- 1. Description of Contest:** The GoLite "GoLite Up Your Day Giveaway" Contest (the "Contest") is designed to encourage eligible participants to interact with the GoLite brand as a email subscriber, and to compete for the chance to win one of 93 daily prizes. No cash value. Non-transferable. All applicable gift card rules and laws apply.
- 2. Contest Sponsor:** GoLite LLC ("Sponsor"), with a principal place of business at 6325 Gunpark Drive, Suite 102, Boulder, Colorado USA 80301, is the sponsor of the Contest.
- 3. Eligibility:** The Contest is open only to legal residents of the fifty (50) United States (and D.C.) who are at least eighteen (18) years of age or older at the time of entry. Void where prohibited by law. Employees, officers and representatives of GoLite and any of its subsidiaries, affiliates, parent company, distributors, divisions and agencies, as well as the immediate family (spouse, parents, siblings and children, including "step" of any of the foregoing) and individuals living in the same household with such employees are not eligible to participate or win. The Contest is subject to all applicable federal, state and local laws and regulations. Participation in the Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entries must be received in the manner described in these Official Rules during the Contest Period to be eligible for prizes.
- 4. Contest Period:** The Contest begins at 12:00:01 a.m. CT on Monday, June 21, 2010 and ends at 11:59:59 p.m. CT on Tuesday, September 21, 2010 ("Contest Period").
- 5. How to Enter:** No purchase is necessary to enter this Contest. Internet access is required to participate in the Contest. To enter, during the Contest Period, access the GoLite "GoLite Up Your Day Giveaway" sign up (at <http://www.golite.com/utility/nlsignup.aspx>) and follow the online instructions to sign-up to receive emails and entry into the the contest. Any use of robotic, repetitive, automatic, programmed, or similar entry methods or agents (including, but not limited to, contest-entry services) are prohibited and will void all entries by that entrant. Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. Limit one entry per person. Multiple entries will disqualify all entries from the same person. Limit one winner per household. In the event of a dispute about entries submitted by multiple individuals using the same user name or e-mail address, Entry will be deemed to have been submitted by the authorized subscriber of the e-mail account used to register at the Website at the actual time of entry. The authorized e-mail-account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet-access provider, online-service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Incomplete entries are void. This Contest is void where prohibited by law. All federal and state laws apply.
- 6. Selection of Winner:** The registered participants will qualify for the random drawing of potential winners. Winners are subject to eligibility verification and compliance with these Official Rules.
- 7. Prize.** Each Winner will receive a GoLite product with a range in value up to \$500. No cash value. Non-transferable. No returns or exchanges. Each Winner is subject to verification and compliance with these Rules. The verification of winners and awarding of prizes will be conducted under the supervision of Sponsor or its designated judging panel, whose decisions are final and binding in all matters pertaining to this Contest. An entrant is not a winner of any prize until entrant's eligibility and potential winning Entry have been verified and entrant has been notified that verification is complete.
- 8. Publicity:** Except where prohibited, participation in the Contest and acceptance of a prize constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration. By accepting a prize the winner agrees that Sponsor and its franchisees, affiliates, subsidiaries, and their respective officers, directors, employees, representatives and agents shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or from acceptance, delivery, receipt, possession and or use or misuse of any prize.



9. General Conditions: Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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 provision.

10. RELEASE: BY ENTERING THIS CONTEST, ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ANY PROMOTIONAL PARTNERS, EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE CONTEST OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY LOSS OR DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, lost or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest; provided that if it is not possible to award another entry due to discontinuance of the Contest for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and in accordance with the laws of the State of Colorado without regard to its principles of conflicts of law. Jurisdiction and venue shall be solely within the State of Colorado. (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF COLORADO OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF COLORADO.).

13. Winner List. For the names of the giveaway winners, available after September 21, 2010 or a copy of these Official Rules, send a self-addressed, stamped envelope to: GoLite UpYour Day Giveaway 6325 Gunpark Drive, Ste 102 Boulder, CO 80301. Please specify "Giveaway" and specify whether you would like to receive rules or winner's list. © Copyright 2010. GoLite LLC. All rights reserved.