

**THE WARM UP AND WIN SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

PROGRAM DESCRIPTION: The Warm Up and Win Sweepstakes (the "Promotion") is a two-part Sweepstakes. Part one is an online Sweepstakes where a random drawing will occur to determine the winners. Part two is an Instant Win Game.

SWEEPSTAKES ENTRY PERIOD: The Promotion begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, January 7, 2014 and ends at 11:59:59 PM ET on Monday, March 3, 2014 (the "Promotion Period").

ELIGIBILITY: The Promotion is open to legal residents of the 50 United States, including the District of Columbia, age 18 or older at the time of entry. Void outside the U.S., and wherever else prohibited by law. Employees of New Hampshire Division of Travel & Tourism Development (the "Sponsor") and its respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

ENTRY: To enter, visit www.visitnh.gov/NHsnowday and follow all entry instructions to complete the entry form in its entirety and submit ("Online Entry"). **Online entries must be received between Tuesday, January 7, 2014 at 12:00:01 AM ET and Monday, March 3, 2014 at 11:59:59 PM ET.** Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address. All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

INSTANT WIN GAME WINNERS DETERMINATION: There will be a total of five hundred (500) winning moments at randomly selected moments throughout the Promotion Period. The five hundred (500) randomly selected winning moments, as determined and verified by Sponsor, or immediately after such moment if no one plays at such moment, will receive an instant win online screen message stating the prize potentially won and instructions on how to redeem the prize (including prize claim deadline), subject to verification of eligibility and compliance with the terms of these Official Rules. Potential winning message is subject to verification by Sponsor, whose decisions are final. Proof of play and/or winning will not be deemed to be proof of winning by Sponsor. If you are not an instant winner you will still be entered into the Promotion. Odds of winning an Instant Win Prize depend on the number of eligible entries received and the timing of such entries.

SWEEPSTAKES PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: One (1) Grand Prize is available to be won of a Dartmouth Prize Package Getaway.

Prize package includes:

- Hotel accommodations for three (3) days/two (2) nights in a junior suite at Hanover Inn Dartmouth.
- Two (2) breakfast meals for two (2) people at Pine Restaurant.
- One (1) dinner for two (2) people at Pine Restaurant.
- Two (2) one-day ski tickets to the Dartmouth ski way.
- Two (2) dog sled tickets for one (1) day of dogsledding based on reservation availability at the facility.
- Snowmobile rental from Northern Extreme Snowmobiling in Bretton Woods for winner and one (1) guest. Rental is valid on Sunday – Friday and is an all-day rental, maximum of 8 hours. Snowmobile rental is not valid February 15 – March 1.
- Whoope Pie Amenity upon arrival.

The ARV of Grand Prize is: \$1,448.00

First Prize: One (1) First Prize is available to be won of a 2014 – 2015 Ski NH Season pass. The Season pass can be used at all Ski NH member resorts. Season pass is only valid during the 2014 – 2015 ski season.

The ARV of First Prize is: \$1,250.00

Second Prize: One (1) Second Prize is available to be won of an Omni Mount Washington prize package. Prize package includes:

- Hotel accommodations for three (3) days/ two (2) nights at the Omni Mount Washington Hotel.
- Hotel stay is only valid for a mid-week stay, Sunday – Thursday. Expiration date: April 1, 2015.
- Snowmobile rental from Northern Extreme Snowmobiling in Bretton Woods for winner and one (1) guest. Rental is valid on Sunday – Friday and is an all-day rental, maximum of 8 hours. Snowmobile rental is not valid February 15 – March 1.

The ARV of Second Prize is: \$708.00

Third Prize: One (1) Third Prize is available to be won of an Elan Black Magic Women's skis with bindings.

The ARV of Third Prize is: \$600.00

Instant Win Prizes: Five hundred (500) Instant Win Prizes are available to be won of a \$1 Gift Card claim code.

The ARV of Instant Win Prize is: \$1.00 each

Total ARV of all Instant Win Prizes is: \$500.00

The total ARV of all prizes available to be won: \$4,506.00.

Odds of winning a Sweepstakes Prize will depend upon the total number of eligible entries received. Odds of winning an Instant Win Prize are dependent on the random winning time selected for the 500 prizes are available to be won, the number of Entries, and the time and order any Entry is submitted and recorded.

RANDOM DRAWING: The winners will be selected in a random drawing on or about **Monday, March 10, 2014** from among all eligible entries received, which will take place at the offices of US Sweepstakes & Fulfillment Company, an independent agent of the Sponsor whose decisions are final.

WINNER NOTIFICATION: Grand, First, Second and Third Prize winners will be confirmed via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These releases will require the Winners to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. Prize must be redeemed by date specified above or prize will be forfeited in its entirety. The prize package will be awarded within approximately 45 days after the winner is verified.

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return Affidavit/Release on minor's behalf. If Affidavit/Release is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

Prizes are not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Prize winners are responsible for all federal, state, local and income taxes associated with winning prize. Prize winners will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Official Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

All expenses related to the acceptance or use of the prizes is the sole responsibility of the prize winners.

GRAND and SECOND PRIZE CONDITIONS: All travel related expenses including but not limited to airfare, ground transportation, taxes, gratuities, incidentals, upgrades, insurance, service charges, any food & beverage not outlined in the Prize section and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Prize must be used on dates specified or prize will be forfeited. Dates are subject to change.

All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather affects the ability for winner and his/her guest to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or guest other than to supply the remaining elements of the prize package minus the unused portion of prize. If for any reason whatsoever, winner and/or guests are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries.

GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified. All entries and requests become Sponsor's property and will not be returned or acknowledged.

Participating entrants agree to these Official Rules and the decisions of US Sweepstakes & Fulfillment Company and the Sponsor, and release the Sponsor, and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Promotion or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

If for any reason this Promotion is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, 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 Promotion, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Promotion termination. Sponsor assumes 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. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers,

computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor is not responsible for incompatibility of entrant's hardware, software or browser technology.

NOTICE TO ONLINE ENTRANTS: In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion. By participating in the Promotion, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent sweepstakes administrator, which are final and binding in all matters relating to the Promotion. Failure to comply with these official rules may result in disqualification from the Promotion. Sponsor reserves the right to: (i) permanently disqualify from any Promotion it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of New Hampshire. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the state of New Hampshire without giving effect to any choice of law or conflict of law rules (whether of the State of New Hampshire or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of

New Hampshire. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the Privacy Policy, which can be found at <http://www.nh.gov/disclaimer.html>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.visitnh.gov.NHsnowday or send a self-addressed, stamped envelope by March 10, 2014, to: The **Warm Up and Win** Sweepstakes Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION: For a written confirmation of the winner (available after March 10, 2014), send a stamped, self-addressed envelope (no later than April 7, 2014), to: The **Warm Up and Win** Sweepstakes Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: New Hampshire Division of Travel & Tourism Development, 172 Pembroke Road, Concord, NH 03302.

Void outside the US, in Puerto Rico, and wherever else prohibited.