



## Contest Terms and Conditions

### Muddy Buddy Sweepstakes (the "Promotion")

#### OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.  
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Please read these official rules carefully.

**SPONSOR:** This Promotion is being sponsored and administered by SmartWool LLC, 3495 Airport Circle, Steamboat Springs, CO 80487 ("SmartWool").

**SYNOPSIS:** Sign up on [smartwool.com](http://smartwool.com) to receive [smartwool.com](http://smartwool.com) emails and be entered to win a team entry in a Muddy Buddy race.

**WHO MAY ENTER:** Promotion open only to legal residents residing in the 50 United States and District of Columbia, 18 years and older. Employees of SmartWool LLC, its subsidiaries and affiliates, print production agencies or any other person or company connected with the production or distribution of this Promotion and the immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, whether or not related, of the foregoing, are not eligible to enter or to be awarded a prize.

**1. PROMOTION PERIOD:** The Promotion begins on April 19, 2013 at 12:01am MST and ends on May 3, 2013 at 11:59pm MST and May 17, 2013 as listed below:

<u>Entry Period</u>	<u>Begins on (at 12:01am MST)</u>	<u>Ends on (at 11:59pm MST)</u>
1.	April, 19, 2013	May 3, 2013 (Austin TX)
2.	April, 19, 2013	May 17, 2013 (Remaining)

**2. HOW TO ENTER:** During the Entry Period, go to [www.smartwool.com](http://www.smartwool.com) and follow the on-screen instructions to enter the required information to opt into SmartWool's email communication. You will be asked to supply your email address and prompted to supply address and zip code. Only an email address is required for official entry. Entries using macro, script or other forms of automatic entry will be disqualified.

All entries submitted during an Entry Period must be **received by 11:59 pm (MST) on the last date of that Entry Period as set forth above**. You must supply an accurate, functioning email address of which you are the authorized user in order to be eligible and to be notified in the event of being selected a prize winner. "Authorized user" means

the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. Entries that are incomplete, illegible or corrupted are void and will not be accepted. No mechanically reproduced entries are permitted. All entries become the property of SmartWool and will not be returned or acknowledged. SmartWool is not responsible for late, lost, incomplete, inaccurate or misdirected entries or entries not received for any reason. One entry is allowed per promotion entry period. SmartWool is not responsible for late, lost, illegible, incomplete, stolen, garbled or misdirected entries, all of which are void. Electronic entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry.

**3. WINNER SELECTION:** One (1) winner per race location will be selected at random from all eligible entries received. If a potential winner cannot be reached within five (5) days of attempted notification, the prize will be forfeited and SmartWool shall select an alternate winner. If a potential winner does not confirm his/her address within three (3) days of initial contact, SmartWool may award the prize to an alternate winner. Odds of winning will depend upon the total number of eligible entries received during any Entry Period.

**4. PRIZE AND APPROXIMATE RETAIL VALUE:** There is a total of [up to three \(3\)](#) prizes per [race entry period](#), during the Promotion:

<a href="#">Entry Period</a>	<a href="#">Location</a>	<a href="#">Prizes</a>	<a href="#">Value Per Prize</a>	<a href="#">Total Value</a>
4/19/13-5/3/13	Muddy Buddy, Austin, TX	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-5/17/13	Muddy Buddy, Atlanta, GA	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-5/17/13	Muddy Buddy, Nashville, TN	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-5/17/13	Muddy Buddy, Chicago, IL	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-	Muddy Buddy,	Team Entry:	\$180 per	\$540

5/17/13	Boulder, CO	2 People per team, up to 3 <a href="#">teams</a> per race	team	
4/19/13-5/17/13	Muddy Buddy, Seattle, WA	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-5/17/13	Muddy Buddy, San Jose, CA	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	\$180 per team	\$540
4/19/13-5/17/13	Muddy Buddy, Los Angeles, CA	Team Entry: 2 People per team, up to 3 <a href="#">teams</a> per race	Value: \$180 per team	Total Value Per Race: \$540
Total Promotional Value:	8 Total Races			\$4,320

**ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER**

**5. LIMITATION OF LIABILITY:** By entering this Promotion or accepting a prize, all entrants agree to release, discharge, and hold harmless SmartWool and its affiliates, and subsidiaries and their respective employees, officers, directors, agents and representatives from any and all liability, claims, losses and damages arising out of their participation in this Promotion or any Promotion-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder, including, without limitation, all liability for injuries, including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death or disability), property damage, or loss or damage of any other kind arising in whole or in part, directly or indirectly, from delivery/non-delivery, acceptance, use or misuse of the prize or from participation in this Promotion or any Promotion-related activity.

**6. INTERNET:** SmartWool is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by SmartWool on account of technical problems or traffic

congestion on the Internet or at any Web site or any combination thereof. If, for any reason, the Internet is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, SmartWool reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. SmartWool reserves the right to disqualify any individual who tampers with the entry process. Caution: any attempt by a contestant to deliberately damage any Web site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, SmartWool reserves the right to seek damages from any such person to the fullest extent of the law.

**7. CONDITIONS OF PARTICIPATION:** This Promotion is void where prohibited. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and SmartWool, shall be subject to and governed by the laws of the State of Colorado, without regard to conflicts of law. All suits or claims brought in connection with this Promotion must be brought in a state or federal court in Colorado. No transfer, assignment or substitution of a prize, except SmartWool reserves the right to substitute the prize (or a portion thereof) for an item of equal or greater value in the event a prize (or portion thereof) is unavailable. All federal, state, local and provincial laws and regulations apply. Entrants agree to be bound by the terms of these Official Rules and by the decisions of SmartWool, which are final and binding on all matters pertaining to this [promotion](#). Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable or lack of response by winner may result in disqualification and selection of an alternate winner. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Unless prohibited by law, acceptance of the prize constitutes permission for SmartWool and its affiliates and agencies to use winner's name, [photo and/or likeness, voice and biographical information](#) for [any use, including, without limitation,](#) advertising and [promotional](#) purposes, without further consent or compensation.

**7. WINNERS LIST:** For winners' names send a separate self-addressed, stamped envelope (if state law prohibits, postage need not be prepaid) to: SmartWool LLC, Attention: Newsletter Signup Promotion, 3495 Airport Circle, Steamboat Springs, CO 80487. All requests must be received by August 31, 2013. Winner first name and state will be posted on Facebook after the winner has been notified and provided their mailing address.

**8. DATA PRIVACY:** Entrants agree that personal data, especially name and address, may be processed and otherwise used for the purposes and within the context of the Promotion and any other purposes outlined in these Official Rules and SmartWool's Privacy Policy: [www.smartwool.com/privacy-policy](http://www.smartwool.com/privacy-policy).



