

## Lehigh Valley Running Scene Giveaway Contest – Christmas City Classic 5 Mile/Candy Cane 5k Race Entry

### Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase or payment will not improve your chances of winning. The Lehigh Valley Running Scene (LVRS) Christmas City Classic 5 Mile/Candy Cane 5k Giveaway Contest is a game of chance promotion. The "Sweepstakes Period" starts at 10:00 am Eastern Time ("ET") on August 22, 2011 and ends at 4:59 pm ET on 8/26/11 (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for the Sweepstakes. The Sweepstakes is governed by these Official Rules, and is subject to all applicable U.S. federal, state and local laws, and provincial or territorial laws, and is void wherever prohibited by law.

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the tri-state area which consists of Pennsylvania, New Jersey and Delaware who are 18 years of age or older and the age of majority in his/her state, province, or territory of residence at the time of entry. Any individuals who have, within one year prior to the start date of the Sweepstakes, performed services for Sponsors, or their respective parents, subsidiaries, affiliates and successor companies or any organizations responsible for fulfilling, administering, advertising or promoting the Sweepstakes or supplying any prize, and the immediate family and household members of such individuals, are not eligible to enter the Sweepstakes or win the prize. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Mechanically altered or reproduced Entries are not eligible. In order to enter the Sweepstakes or receive the prize, you must fully comply with the Official Rules, and by entering you agree to be bound by these Official Rules and the decisions of Sponsors, whose decisions shall be binding and final in all respects, and you certify that you are eligible to enter.

2. **HOW TO ENTER:** To enter, visit <http://lvrunningscene.com/2011/08/christmasracegiveaway/> (the "Web Site") during the Promotion Period and completely fill out all the required fields on the entry form which include entering your name, email address and a comment in the appropriate fields. Then submit your entry to the Web Site (the "Entry" or "Entries"). ALL ENTRIES MUST BE RECEIVED BY 4:59 pm ET, 8/26/2011. This contest will be conducted only on the internet. Limit one (1) Entry per person throughout the Promotion Period. Entries by the same person in excess of the limits stated herein will be disqualified. Entries submitted to the Web Site will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

3. **WINNER SELECTION AND ODDS:** Sponsors will randomly select the winner from among all eligible entries received on or around 8/26/2011. Odds of winning depend on the total number of eligible entries received.

4. **WINNER NOTIFICATION:** Potential winner will be notified by e-mail using the information provided on his/her Entry, on or about 8/26/2011. Sponsors will then send to potential winner by e-mail, at the e-mail address on his/her Entry, an Affidavit of Eligibility, Release of Liability, Publicity Release, unless prohibited by law, and any other documentation that Sponsors require (the "Affidavit"). In order to redeem his/her prize, potential winner shall sign, have notarized, and return to Sponsors the Affidavit within five (5) days from the date Sponsors sent the Affidavit, if applicable. Any guest (his/her parent/legal guardian if a resident of a jurisdiction that deems him/her to be a minor) shall sign, have notarized and return to Sponsors a Liability Release, Publicity Release, unless prohibited by law, and any other documentation that Sponsors require within five (5) days after receipt by the potential winner(s). In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the Entry, (b) of noncompliance with the above or within any of the aforesaid time periods, (c) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (d) potential winner cannot or does not comply with the Official Rules, (e) potential winner's prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsors' sole discretion, from among the other eligible entries received. Winner selection is under the supervision of Sponsors, whose decisions are final and binding in all respects. If entrant's e-mail address, or home mailing address changes after he/she enters the Sweepstakes, it is the entrant's sole responsibility to notify Sponsors by postal mailing notice to the address stated below to be received before the end of the Promotion Period.

5. **PRIZES:** The approximate retail value (the "ARV") of the Prize is \$25 for the Christmas City Classic 5 Miler and \$22 for the Candy Cane 5k and includes the following: One free entry to the race of the winner's choice. The prize may not be redeemed for cash value. There is a total of 2 prizes to be awarded to one (1) male and one (1) female winner. Prize is subject to any and all applicable terms and conditions. Any depictions of prizes are for illustrative purposes only. All federal, state and local taxes on the prize are the sole responsibility of the winner. Winner will be sent an IRS Federal 1099-MISC tax form for the retail value of any prize at or above \$600. No transfer, refund, substitution or replacement of prize permitted, except that Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value (or cash equivalent). ARV of all prizes is in U.S. dollars. All prizes will be awarded within 1 year of receipt of valid and executed winners' affidavit or prize confirmation. Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted.

6. **PERSONAL INFORMATION/PUBLICITY:** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsors to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, Entry, pictures, portraits, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsors, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsors, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Sweepstakes, entrants will be sharing their personal information with Sponsors. Personal information collected by Sponsors will be used for administration of the Sweepstakes and awarding the prize. In addition, by entering, entrants agree to LRV's use of entrant's personal information as described in its privacy policy at <http://lvrunningscene.com/about/privacy-policy/>. Please refer to LRV's privacy policy for important information regarding the collection, use and disclosure of personal information by LRV. LRV is not responsible for disclosures made by any third party. LRV uses reasonable commercial efforts to comply with Federal CAN-SPAM law and entrants may subsequently opt-out of receiving further emails by following opt-out instructions contained in LRV's privacy policy. All entries become the property of Sponsors upon receipt and will not be acknowledged or returned. Entrants' personal information will not be provided to any third parties, other than as provided for in the Official Rules or in accordance with LRV's privacy policy.

7. **ENTRY CONDITIONS AND RELEASE:** Sponsors and their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) Entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) Entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to travel cancellation, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsors' reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities; or (e) for failure of email communication reaching the email in-box of the participant. The next weekly winner will be drawn from among all eligible entries received up to the time of the cancellation/termination. No further weekly winners will be drawn and the Grand Prize will not be awarded. Sponsors reserve the right, in their sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Web sites promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries. If Sponsors determine, in their sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsors reserve the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes promotion, including the entire Sweepstakes promotion, and/or modify the Sweepstakes and/or conduct a random drawing to award the prize(s) using all eligible entries received as of the termination date. If the Sweepstakes is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Promotion Period, notice will be posted at <http://lvrunningscene.com>.

8. **LIABILITY AND DISCLAIMER:** By participating in the Sweepstakes, entrants and winner agree to release and hold harmless Sponsors and their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including emotional distress), and/or death which may occur in connection with preparation for, or participation in, the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. By accepting the prize, winner agrees that any liability concerning or arising out of the prize rests solely with the manufacturer of the goods or their affiliates. Sponsors and their parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Entrants and winners acknowledge that Sponsors have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize, including, but not limited to, express warranties provided by the manufacturer of the goods or their affiliates. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the County of Lehigh, Pennsylvania. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

9. **DISPUTES:** Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action. Any and all claims, judgments and

awards shall be limited to actual out-of-pocket costs incurred, and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you. This includes 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 Promotion.

10. LIST OF WINNERS: The winner will be posted on the Web Site on or about 8/26/2011 or to receive a list of the winners after 8/26/2011 by mail send a self-addressed envelope, with applicable U.S. postage affixed, to: Lehigh Valley Running Scene, 2000 Forest Lane, Allentown, PA 18103, Attn: Giveaway, or by e-mail send an e-mail to [info@lvrunningscene.com](mailto:info@lvrunningscene.com) and in the body of the e-mail type: Please e-mail me the name of the winner for the Christmas City Classic 5 Mile/Candy Cane 5k Race Entry.

11. SPONSOR: The Sponsors of the Sweepstakes are Lehigh Valley Running Scene, 2000 Forest Lane, Allentown PA 18103, and Peak Race/Rick Weaver – Race Director for both the Christmas City Classic 5 Miler and Candy Cane 5k.

#### SWEEPSTAKES FACTS

PRIZE	APPROXIMATE RETAIL VALUE	NUMBER OF PRIZES	ODDS OF WINNING
Grand Prize	\$25/\$22	2	Depend on the total number of eligible entries received