



**BAUER HOCKEY TOURNAMENT SERIES VAPOR X:60 STICK SWEEPSTAKES
OFFICIAL RULES**

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

ELIGIBILITY. Bauer Hockey (“Bauer”) Tournament Series Vapor X:60 Stick Sweepstakes (“Sweepstakes”) is open to all legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding residents of Quebec), 13 years of age and older as of **November 5, 2009 EXCEPT FOR RESIDENTS OF MAINE WHO MUST BE 18 YEARS OF AGE OR OLDER AS OF November 5, 2009**. Sweepstakes is void in Quebec and where prohibited. Employees, directors and officers of Bauer Hockey, Inc. (“Sponsor”), its parent, affiliated and subsidiary companies, advertising and promotion agencies, web suppliers, and others involved in the creation, production or execution of this Sweepstakes, and members of their respective immediate families (spouses, parents, siblings and children and all of their respective spouses, regardless of where they reside) and households (whether or not related) are not eligible. No groups, clubs or organizations can participate in this Sweepstakes on behalf of the group, club or organization. An eligible minor (under 18 years of age) must have his/her parent’s or legal guardian’s permission to enter. Sweepstakes is subject to all applicable federal, state, provincial and local laws.

HOW TO ENTER. Sweepstakes begins on **November 5, 2009 at 8am CT** and ends on **April 1, 2010 at 5pm CT** (the “Entry Period”). To enter, visit <http://www.bauer.com/tournaments> and complete and submit the online registration form and add the names and e-mail addresses of five to twenty of your team mates. For each team mate who registers with Bauer due to your referral, you receive an additional entry. You can only receive one additional entry for each new registered e-mail address with Bauer. All entries must be received by on **April 1, 2010**. Limit one (1) entry per person/email address per day.

All entries become the property of Sponsor and will not be acknowledged or returned. Released Parties (as defined below) are not responsible for late, lost, stolen, misdirected, misplaced, illegible, inaccurate, mutilated, damaged, incomplete, undelivered or delayed entries.

For purposes of these Official Rules, “receipt” of an entry occurs when Sponsor’s servers record the entry information. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor of an entry. Every entry must be manually keystroked by entrant. Automated entries (including but not limited to entries submitted using any bot, script, macro, or Sweepstakes service), third party entries, copies, facsimiles and/or mechanical reproductions are not permitted and will be disqualified.

The person submitting an entry must be the authorized account holder of the email address provided with the entry. “Authorized account holder” is the natural person who is assigned to an email address by the Internet Access Provider, online service provider, or other organization that is responsible for assigning email addresses. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. Potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with that entry.

Released Parties are not responsible for any computer, online, telephone or technical malfunctions that may occur, for any incorrect or inaccurate information, whether caused by website users, any of the equipment or programming associated with or utilized in the Sweepstakes, or any electronic, technical, printing, typographical, human or other error which may occur in connection with the administration of the Sweepstakes, the processing of entries in the Sweepstakes, the announcement of the prizes or in any Sweepstakes-related materials; or 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 or for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers on account of technical problems or traffic congestion on the Internet, at any website or on account of any combination of



the foregoing. Released Parties are also not responsible for any injury or damage to an entrant's or other person's computer related to or resulting from participating in Sweepstakes or downloading Sweepstakes information or materials. If, for any reason, the Sweepstakes is not capable of running as planned, due to 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 Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part and, if terminated, at its discretion, randomly select potential winner from among all eligible, non-suspect entries legitimately received prior to the cancellation, termination or modification. Notice of any cancellation, termination or modification will be posted on the website. By entering the Sweepstakes, entrants (or, if eligible minors, their parents or legal guardians) agree to Sponsor's use of their personal information for the purposes of administering this Sweepstakes.

Sponsor reserves the right at its sole discretion to disqualify from this Sweepstakes and any future Sweepstakes conducted by Sponsor, any individual (and void his/her entry) it finds to be tampering or attempting to tamper with the entry process, the operation of the Sweepstakes or the Website, violating these Official Rules, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND ALL OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Entry data that has been tampered with or altered is void.

PRIZE. One (1) prize will be awarded, consisting of twenty (20) X:60 hockey sticks (Approximate Retail Value ("ARV") of the prize is \$4,180 (USD), \$4,453.58 (CAD). All federal, state, provincial and local taxes (including income and withholding taxes) attributable to the prize as well as any costs and expenses associated with acceptance and use of the prize not specified herein as being awarded are winner's sole responsibility. No prize transfer or cash or other substitutions will be permitted, except by Sponsor, who may substitute the prize, in whole or in part, for one of comparable or greater value, in its sole discretion. All prize details are in Sponsor's sole discretion.

ODDS OF WINNING Odds of winning are dependent on the number of eligible entries received during the Entry Period.

RESIDENTS OF CANADA ONLY. If any of the potential winners are a resident of Canada, to be declared the winner, he or she must correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question, to be administered by phone, mail or email, as Sponsor elects, or prize will be forfeited and, at Sponsor's discretion, an alternate winner selected.

PRIZE WINNER SELECTION/NOTIFICATION/RELEASES. A potential prize winner will be selected in a random drawing from among all eligible entries received on or about **April 2, 2010** conducted by Sponsor or independent judges. The potential prize winner will be notified by a verifiable means and may be required to execute and return an Affidavit (or, for residents of Canada, a Declaration) of Eligibility, a Liability Release and, except where prohibited, a Publicity Release within a time period specified by Sponsor. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor will successively attempt to contact up to two (2) potential winners of the prize in accordance with such procedure, and if there is still no confirmed winner of the prize in question after such attempts have been made, the prize may go unawarded. If required documents are not timely returned, if prize notification or prize is returned as undeliverable or in the event of noncompliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, awarded to a randomly selected alternate. If a potential prize winner is not of legal age of majority in his/her state/province of residence, the



prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on the winner set forth herein, including executing and returning all required documentation.

By participating, entrants (or, if eligible minors, their parents or legal guardians) agree (i) to these Official Rules and to the decisions of the Sponsor and/or judges, which shall be final and binding in all respects; (ii) to release and hold Sponsor, its parent, subsidiaries and other affiliated companies, advertising and promotion agencies, judging organizations, promotion administrators, web suppliers, and others involved in the creation, production or execution of this Sweepstakes, and their respective directors, officers, agents and employees (collectively, the "Released Parties") harmless from all liability, loss, personal injury or death, or damage to reputation or of any kind attributable in whole or in part, directly or indirectly, to their participation in the Sweepstakes or acceptance and/or use of the prize (including any injury or harm resulting from use of the X:60 hockey sticks; and (iii) if selected as the winner, to Sponsor's and its designees' unrestricted use of his or her name, voice, likeness, statements, biographical information and state or province of residence in any and all media now or hereafter known for advertising and promotional purposes, throughout the world in perpetuity, without notice, additional compensation, credit, or right of review or approval, except where prohibited by law.

Any promotion materials, including the offer or these Official Rules, which contain production, printing or typographical errors, or are obtained outside authorized or legitimate channels are void; and Sponsor's liability, if any, is limited to the replacement of such materials. Recipients of such materials (or, if eligible minors, their parents or legal guardians) hereby release the Released Parties from any and all losses, claims or damages that may result therefrom. Sweepstakes materials are automatically void if they are reproduced, mutilated, forged, altered or tampered with in any way, or if they are obtained outside authorized, legitimate channels.

In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S ACCESS TO OR USE OF THE WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

ARBITRATION/CHOICE OF LAW. Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then in effect, and any and all



claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant in connection with this Sweepstakes, and in no event shall an entrant be entitled to receive attorneys' fees, punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor and/or Sponsor's agencies in connection with the Sweepstakes 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 or provisions that would cause the application of the laws of any jurisdiction other than New Hampshire. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

SPONSOR. Bauer Hockey, Inc., 150 Ocean Road, Greenland, New Hampshire 03840.

WINNER'S LIST/OFFICIAL RULES. To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: The "Bauer Tournament Series Vapor X:60 Stick Sweepstakes," Sweepstakes Winners List, BAUER HOCKEY, INC., 150 Ocean Road, Greenland, New Hampshire 03840 U.S.A.

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