

## **Tamarack Sweepstakes/Give Away Rules**

1. **No Purchase Necessary: NO PURCHASE NECESSARY.** Purchase will not improve your chances of winning. The "Tamarack Winter Vacation" Sweepstakes ("Sweepstakes") is sponsored by Tamarack Resort LLC ("Sponsor") and its affiliates.

2. **Acceptance of Terms and Conditions:** BY ENTERING AND PARTICIPATING IN THE SWEEPSTAKES, YOU, FULLY AND UNCONDITIONALLY AGREE TO ACCEPT AND BE BOUND BY THESE OFFICIAL SWEEPSTAKES RULES, THE TERMS OF USE AND PRIVACY POLICY SET FORTH ON THE INTERNET SITE [WWW.TAMARACKIDAHO.COM](http://WWW.TAMARACKIDAHO.COM) AND BY ALL DECISIONS OF SPONSOR, WHO'S DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS.

2.1 By entering and participating in the Sweepstakes, you (and your parent/legal guardian if you are a minor) agree (i) to abide and be bound by the Official Rules and decisions of Sponsor and represent and warrant that all information provided by you in connection with the Sweepstakes is true, accurate and complete as of the date of entry, (ii) Sweepstakes Entities are not responsible for any warranty, representation or guarantee, express or implied, in fact or in law or in whole or in part, in relation to the Sweepstakes, awarding of any prize or a prize, including, but not limited to, its quality or suitability for use, (iii) Sponsor reserves the right, in its sole discretion, to disqualify and/or deem ineligible any entrant Sponsor suspects to be in violation of, or to have failed to agree to, these Official Rules, or to be acting in a disruptive or dishonest manner; and (iv) if, for any reason, the Sweepstakes is compromised in any manner or is not capable of running as planned due to, without limitation, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor that, in the sole opinion of Sponsor, could 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.

3. **Eligibility:** Sweepstakes is open to residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age on August 1, 2008. Officers, directors, employees and immediate family members (including, without limitation, those persons living in the same household) of Sponsor, affiliates, subsidiaries, partners, agents, distributors, retailers, representatives, advertising and promotion agencies and any related companies are not eligible to enter the Sweepstakes or win a prize (collectively, "Sweepstakes Entities"). All federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in this Sweepstakes does not constitute entry into any other promotion, contest, sweepstakes or game. Sweepstakes Entities may run multiple sweepstakes simultaneously. Entrants agree to abide by these official sweepstakes rules (the "Official Rules").

4. **Promotional Period:** The Sweepstakes begins on March 1, 2008 at 12:01 A.M. Mountain Standard Time (MST), and ends on July 30, 2008 at 11:59 P.M. (MST) ("Promotional Period").

5. **Entry:** To enter the Sweepstakes, (i) fill out an entry with your name, address (including zip code), telephone number (including area code), e-mail address (if applicable) and date of birth and place in sweepstakes receptacle; Or (ii) visit [www.tamarackidaho.com/contest](http://www.tamarackidaho.com/contest) and complete and submit the online entry form. Or (iii) fill out a 3x5 postcard with your name, address (including zip code), telephone number (including area code), e-mail address (if applicable) and date of birth and mail the postcard to: Tamarack Resort LLC, ATTN: Ms. Thaona Sinclair, PMB 3009 311 Village Drive, Tamarack, Idaho 83615. All entries become the property of Sponsors and will not be acknowledged or returned. Only one entry per person/email address; entries with duplicate email addresses or multiple entries using different email addresses for a single individual will be disqualified. Limited to only one entry per person, regardless of the method used. Entrants are eligible to win only one prize in connection with this Sweepstakes. Photocopies or mechanical reproductions, use of automated devices or entries generated by a script or macro are strictly prohibited. Mail-in entries must be postmarked between March 1, 2008 and July 30, 2008 and received by September 10, 2008. Entrants are subject to all notices posted online, including, but not limited to, the privacy policies. Sweepstakes Entities shall not be responsible for any incorrect or inaccurate entry information, human error, omission, theft, tampering, destruction, or alteration of entries. Sweepstakes Entities shall not be responsible for human failures or malfunctions of any kind (whether originating with sender, Sweepstakes Entities or otherwise) that may limit entrant's ability to participate in the Sweepstakes, including, without limitation, entries received late, lost, misdirected, mutilated, damaged, incomplete, garbled, illegible or for postage due mail. The submission of any entry within the allotted time shall be the sole responsibility of the entrant. Sweepstakes Entities shall not be responsible for any damage to an entrant's computer occasioned by downloading any information in connection with the Sweepstakes. Entries become the sole property of Sponsor and will not be returned or acknowledged.

6. **Winner Selection/Notification:** On or about August 10, 2008, six (6) Grand Prize winners will be selected by random drawing (conducted by representatives of Sponsor) from all eligible entries received by Sponsor, whose decisions are final and binding in all respects. Odds of winning depend on the number of eligible entries received. The winners will be notified on or about August, 2008, by e-mail, telephone or mail at the Sponsor's sole discretion and will be given instructions on how to claim the prize. Entrants need not be present to win. If a winner cannot be contacted or does not respond within fourteen (14) days of attempted notification, an alternate winner may be selected. Sweepstakes Entities shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason.

7. **Prizes:** Six (6) Grand Prize winners will each receive hotel accommodations for two (2) nights lodging for two people at The Lodge at Osprey Meadows, standard hotel room only plus three (3) recreation vouchers. (Approximate Retail Value ("ARV"): \$760.0). Restrictions on hotel availability may apply and prize must be redeemed by end of the Summer Golf Season 2008 roughly September 30, 2008

8. **Limitations:** Prize package does not include transportation to/from Tamarack Resort, meals, room taxes, insurance, telephone charges, personal expenses, ground transportation, gratuities, passenger facility charges (PFCs), security charges, incidental charges, or any other item not specifically described in these Official Rules, for which winner is solely responsible.

Official Rules

Restrictions on hotel availability may apply and Prize must be redeemed prior to end of the Summer Golf Season 2008, roughly September 30, 2008. All fees, federal, state and other taxes, costs and expenses relating to the use, acceptance and possession of the prize are the sole responsibility of the winner (or, if the winner is a minor, the parent/legal guardian).

9. **Substitutions, Eligibility and Qualifications:** No cash or prize substitution is allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value (in Sponsor's sole discretion). Reservations and rounds of golf are non-refundable for cash or credit, non-transferable and non-chargeable once issued. If lost, they will not be replaced. Acceptance of any prize constitutes permission (except where prohibited by law) to use each entrant's name, hometown, biography, photographic and artistic likeness, voice and prize won, for promotion and publicity purposes without additional compensation. ***Sponsor reserves the right to disqualify any entrants if any such entrant fails to execute any required paperwork, refuses to participate in any promotional event in connection with the Sweepstakes, fails to comply with these Official Rules in any way or engages in any activity, which offends the public morals, embarrasses Sweepstakes Entities or violates the law of any jurisdiction.*** Except where prohibited, the winner will be required to sign and return an affidavit of eligibility/liability release and, except where prohibited, a publicity release that must be completed, signed, notarized and returned within fourteen (14) days of notification attempt or alternate winner will be selected. Guest(s) of winner (or, if companion is a minor, his or her parent/legal guardian) must sign, notarize and return a liability release and, except where prohibited, a publicity release with the winner's documents. No illegible, incomplete or forged entries will be accepted. The return of the winner's and companion's affidavit of eligibility/liability release and publicity release within the allotted time shall be the sole responsibility of the winner; Sweepstakes Entities shall not be responsible for delays in delivery.

10. **LIMITATION OF LIABILITY:** IN NO EVENT WILL SPONSOR AND/OR SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN THIS SWEEPSTAKES, THE ACCEPTANCE, AWARDING, RECEIPT, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES OR ACCESS TO AND USE OF INTERNET SITE WWW.TAMARACKIDAHO.COM ("THE SITE"), AND YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SWEEPSTAKES ENTITIES FROM ANY SUCH CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES AND ANY INFORMATION PROVIDED ON OR THROUGH THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.

11. Official Rules and Winners' Names: For Official Rules or the winner's name (available after September 10, 2008), please send a self-addressed stamped envelope to: Tamarack Resort LLC, ATTN: Ms. Thaona Sinclair, PMB 3009 311 Village Drive, Tamarack, Idaho 83615. In Vermont residents may omit postage for Official Rules requests.