

**SQUASH MAGAZINE – TOURNAMENT OF CHAMPIONS "Win a trip to the 2004 TOURNAMENT OF CHAMPIONS" Sweepstakes Official Rules 9/12/03.**

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN THE U.S. AT TIME OF ENTRY. NO PURCHASE NECESSARY TO ENTER OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1) **ELIGIBILITY:** This Sweepstakes is offered only in the 50 United States and the District of Columbia ("United States"), and is open only to legal residents of the United States, 18 years of age and older. Employees of Squash Magazine, Inc. ("Sponsor"), Dunlop Sports ("Sponsor"), Event Engine, Inc. ("Sponsor"), and SquashDiscount.com and their respective parent, affiliate, subsidiary and related companies, advertising and promotion agencies, and the immediate families (spouse, and parents, siblings and children, and each of their respective spouses regardless of residence) and household members of each, whether related or not, are not eligible. Void where prohibited.

2) **HOW TO ENTER:** No purchase necessary. Sweepstakes begins at 12:00:01 a.m. Eastern Time ("E.T.") on September 13, 2003, and ends at 11:59:59 p.m. E.T. on December 15, 2003 (the "Entry Period"). Internet Entry: go to: [www.squashmagazine.com](http://www.squashmagazine.com), complete the "Win a trip to New York and the 2004 Tournament of Champions Sweepstakes" entry form and "submit." Email entries must be received by December 15, 2003 at 11:59 pm E.T. Write-in entry: You may also enter by writing your name, address, and phone number on a 3" x 5" card. Mail to: "Win a trip to New York and the 2004 Tournament of Champions Sweepstakes", ATTN: Sweepstakes, Squash Magazine, Inc., 1218 3<sup>rd</sup> Ave, Suite 313, Seattle, WA 98101. Mail-in entries must be postmarked by December 15, 2003 and received by December 23, 2003. All entries become the property of the Sponsor and will not be returned. Limit one entry per person, household, and email address, regardless of method.

3) **PRIZES:** One (1) Grand Prize: A 4-Day/4-Night trip for two (2) to the 2004 Tournament of Champions in New York City, New York, for the semifinals and finals. Arrival will occur on the Wednesday prior to the semifinals (scheduled for Thursday). Trip consists of round-trip coach-class air travel, four (4) nights hotel accommodations (standard double occupancy), two (2) 2004 Tournament of Champions VIP passes for the semifinals and two (2) 2004 Tournament of Champions VIP passes for the finals. All meals, taxes, gratuities and all other expenses not specified herein are the responsibility of the winner. Actual retail value (ARV) of trip depends on point of departure and dates/times of travel and any difference between actual costs and ARV will not be awarded. No cash balances will be awarded. In the event the Tournament of Champions is cancelled or delayed beyond winner's scheduled stay in New York City, New York, no substitution will be given, but remainder of prize package will be awarded. Approximate Retail Value (ARV) of Grand Prize is \$2,500. Five (5) Runner's Up Prizes: 1 Dunlop racquet for each of five (5) individual Runner's Up Prize winners. Actual retail value of racquets depends on model awarded. No cash balances will be awarded. Approximate retail value of Runner's UP Prizes for all five Dunlop racquets is \$700. Ten (10) Consolation Prizes: 1 dozen balls for each of ten (10) Consolation Prize winners. All taxes on racquets and balls are responsibility of winners. Approximate retail value of Consolation Prizes for all ten dozen balls is \$400. No cash balances will be awarded, and no substitutions will be given. Total ARV of all prizes awarded \$3,600.

4) **PRIZE RESTRICTIONS/CONDITIONS:** Prizes are non-transferable. No cash redemption or other prize substitution except by Sponsors, in their sole discretion if featured prize becomes unavailable. Grand Prize winner and guest must travel on the same itinerary and must be able to travel on date(s) and times determined by Sponsor or prize will be forfeited and awarded to an alternate winner (time permitting before scheduled Tournament of Champions). Winners are responsible for all taxes on prize.

5) DRAWING: Random drawing to select one (1) Grand Prize winner, five (5) Runner's Up Prize winners (2<sup>nd</sup> -6<sup>th</sup>), and ten (10) Consolation Prize winners (7<sup>th</sup>-16<sup>th</sup>) will be conducted by Squash Magazine, Inc., among all eligible entries received. The date of the random drawing will be on or about January 6, 2004. Odds of winning will depend on the total number of eligible entries received from all entry methods combined. Limit one prize per household or family.

6) NOTIFICATION OF WINNERS/AWARDING OF PRIZES: The winners will be notified via telephone, e-mail and/or overnight delivery service and will be required to complete, sign, have notarized and return an Affidavit of Eligibility, a Liability Release form and, where legally permissible, a Publicity Release ("Affidavit/Release") within time specified on the prize notification or the prize may be forfeited and awarded to an alternate winner. If documents are not timely returned or if prize notification is returned as undeliverable, or if the Grand Prize winner cannot travel on the dates determined by the Sponsor, prize may be forfeited and awarded to an alternate winner. Minor guest must travel with parent or legal guardian. Travel guest, or if a minor, parent or legal guardian, will be required to sign and return a Liability Release and, where legal, a Publicity Release prior to issuance of travel documents.

7) ADDITIONAL TERMS: By entering and/or accepting a prize, the Sweepstakes entrants agree to (a) abide by the Official Rules and the decisions of the judges and Sponsor(s) which shall be final, and (b) to release, discharge and hold harmless Squash Magazine, Dunlop Sports, Even Engine, and Squash Discount and their respective parents, affiliates, subsidiaries and related companies, divisions, advertising and promotion agencies and the respective employees, directors and officers of the foregoing (collectively "Releasees"), from and against any/all claims, losses, injuries or damages, including death, resulting from the acceptance, use or misuse of any prize and/or participation in any prize related activities or any travel related thereto, and (c) allow Sponsor and/or its designees the use of a winners' and any travel companion's name, photos and/or likeness for promotion and publicity purposes without additional compensation except where prohibited by law. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. CAUTION: Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law and, should an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. This Sweepstakes is subject to all federal, state and local laws and regulations with venue in Seattle, WA, for the resolution of all claims and disputes. In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed to be submitted by the person in whose name the email account is registered. All federal, state or other tax liabilities arising from this Sweepstakes will be the sole responsibility of Prize Winner(s). Except where prohibited by law, winners' entry and acceptance of prizes constitutes permission for the Sweepstakes Entities to use said winners name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

8) LIMITATIONS OF LIABILITY: Releasees are not responsible for any late, lost, illegible, incomplete, misdirected or postage due mail/entries, stolen entries, nor are they responsible for incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Sweepstakes; any technical or human error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access of the web site; any injury or damage to participants or to any other person's computer(s) related to or resulting from participating in this Sweepstakes, or downloading materials from or use of the web site. If, for any reason the Sweepstakes cannot be conducted as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes and may conduct a drawing and select winners from among all eligible entries received prior to the action taken. In no event will Sponsor and/or

Releasees be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of access to and use of the web site [www.squashmagazine.com](http://www.squashmagazine.com), or the downloading from and/or printing material downloaded from said site. Without limiting the foregoing, everything on the site is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow limitations or the exclusions of liability for incidental or consequential damages, or exclusion of implied warranties so some of the aforementioned limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions. Please see the websites privacy policy for details of our policy regarding personal information collected in connection with this game.

9) WINNERS LIST: To view the name of the winner, visit [www.squashmagazine.com](http://www.squashmagazine.com) on or after January 6, 2004. You may also mail a self-addressed, stamped envelope, to be received by January 31, 2004, to: "Win a trip to the 2004 Tournament of Champions" Winner, ATTN: Sweepstakes, Squash Magazine, 1218 3<sup>rd</sup> Ave, Suite 313, Seattle, WA 98101.

10) Sweepstakes Conditions: This Sweepstakes is subject to these Official rules. By participated, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities and waive any right to claim ambiguity in the Sweepstakes or these Official Rules.

11) SPONSORS: Sweepstakes is sponsored and administered by Squash Magazine, 1218 3<sup>rd</sup> Ave, Suite 313, Seattle, WA 98101, and Event Engine, Inc., 56 Spooner Road, Chestnut Hill, MA, 02467.