

## Sport Chalet Divers in Action Photo Contest

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

PARTICIPANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS, AND RISKS ASSOCIATED WITH SWIMMING/DIVING, AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES AND PARTICIPANTS ASSUME THESE RISKS AND DANGERS.

**1. Sponsor:** The Sport Chalet Divers in Action Photo Contest (the "**Contest**") is sponsored by Sport Chalet, Inc., One Sport Chalet Drive, La Cañada, CA 91011 (hereafter "**Sponsor**" and "**Administrator**").

**2. Eligibility:** These are the Official Rules (the "**Official Rules**") for the Contest. The Contest is open only to legal U.S. residents (excluding Puerto Rico, U.S. Virgin Islands and Guam) at the time of entry and who are at least fourteen (14) years of age at the time of entry. Any individuals (including but not limited to employees, officers, directors, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for the Sponsor, COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702 (hereafter the "**Administrator**"), or agents acting on behalf of the above entities, including but not limited to all other promotional partners, Olympus America, Inc., or any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize(s), and/or their respective parents, affiliates, subsidiaries, and distributors, collectively, the "**Promotion Entities**"), and immediate family and household members of such individuals are not eligible to enter, or receive a prize. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. All eligibility is subject to all federal, state, provincial, and local laws and regulations. All photo entries submitted become property of the Sponsor, and will not be returned or acknowledged.

**3. How to Enter: NO PURCHASE NECESSARY.** Contest **begins** on or about Friday, April 1, 2011 at 9:31 a.m. Pacific Time ("PT") and **ends** on Saturday, April 30, 2011 at 9:29 p.m. PT (the "**Contest Period**"). To enter, email your entry to: [photocontest@sportchalet.com](mailto:photocontest@sportchalet.com) (Sponsor's "**website**") and provide all of the following information: One (1) original photo, taken between 4/1/11 and 4/30/11, showing entrants best photo of Divers in Action, photo caption and location where the photo entry was taken, full name and complete mailing address. Photos must be uploaded in compliance with the Contest requirements in a JPG format not to exceed 1MB. Photos may be in black and white or in color. Limit one (1) entry per person or email address. If an entrant submits multiple entries, all subsequent entries (other than the initial entry) will be automatically disqualified. All entries submitted are the property of the Sponsor. Sponsor's database clock will be the timekeeper for this Contest.

All entries are subject to verification by the Administrator. Photo entries that do not meet the photo specifications or otherwise do not comply with the Official Rules herein may be automatically disqualified. Incomplete, illegible or mutilated entries will be automatically disqualified. No responsibility is assumed for lost, late, misdirected, damaged, altered photos or illegible entries. Any attempted form of entry other than

as described herein is void. Administrators and or Sponsor will determine in its sole discretion what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

In the event of a dispute about the identity of an entrant, entries will be declared made by the name appearing in the registration form when entering the contest. Sponsor is not liable for lost or misdirected entries.

**4. Entry Notes:** Once a participant registers and uploads a photo, there will be no access to the original registration information and such participant will be unable to make any edits or changes. All photos must be original photos created by the entrant. By entering, entrant warrants that such entries are his or her own original photo and not the works of other photographers. **ALL PHOTOS WILL BE PREVIEWED BY THE Judges, WHOSE DECISIONS ARE FINAL AND LEGALLY BINDING AS THEY PERTAIN TO THIS CONTEST.** The Judges will prescreen each photo prior to posting it to the public site in order to ensure that no photo is obscene, pornographic, violent, offensive in any manner, or in any other way not suitable to be published (as determined solely by the Judges). Eligible entrants agree that the inability to publish a photo, or the obscenity, fraudulent nature, or invalidity of the registration information (as determined by Sponsor or the Administrators, at their sole discretion) will render the corresponding entry void.

**5. Voting:** All valid entries will be judged by a panel comprised of Sponsor's Employees (the "**Panel**" or "**Judges**"). The Panel will determine their vote(s) based on the following equally weighted criteria: 1) Originality, 2) Content, 3) Photographic Quality. The odds of being a winner depend on the number of valid entries received and the points assigned by Judges to any photo entry. In case of a tie, the Panel will select the winning photos based on the same original criteria.

#### **6. Prize and Approximate Retail Values (ARV):**

**One (1) Grand Prize:** \$100 Sport Chalet Gift Card. Terms and conditions of the card apply. Approximate retail value \$100.

Total approximate Retail Value of all prizes \$100. All taxes on prizes are the Winner's sole responsibility. Prizes are not transferable or redeemable for cash. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control. Prizes won by a minor, will be awarded in the name of a parent or legal guardian, for the benefit of the minor. By entering, participants release and hold the Promotion Entities and Judges harmless from and against any and all liability, losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity, prize taxes, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize. Each entrant waives the right to assert, as a cost of winning a prize, any and all costs of redemption or travel to redeem said prize. The Promotion Entities will not replace any lost or stolen prize items once in the Winner's possession.

Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, hometown, photo entry, voice, prize won and contest responses for purposes of advertising, promotion and publicity without additional compensation. Submission of an entry grants the Sponsor and their agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the entrant. Submission of an entry further constitutes the entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights. Entrants agree to abide by these official rules and the Administrators' decisions, which are final. All federal, state and local laws and regulations apply.

**7. Winner Notification:** Prize-winning photo will be announced on or about May 12, 2011. Winner will be notified by phone, mail or via express mail delivery service.

For the name of the Winner you may send a self-addressed, stamped envelope by 5/12/2011 to: "Sport Chalet Divers in Action Photo Contest, PO Box 2274, Framingham, MA 01702-2274. VT residents may omit return postage requirement.

**8. Conduct:** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or the web site or to be acting in violation of the Official Rules. Sponsor reserves the right to lock out an entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY CHAMPS WEB SITE, ADMINISTRATORS SITE OR ANY THIRD PARTY WEB SITE OR UNDERMIND THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**9. NOTICE TO ONLINE CONTESTANTS:** Sponsor is not responsible for problems downloading or uploading of any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest. If applicable, mass entries or entries generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or terminate the electronic portion of the Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Contest. If this is the case, winners will be selected from among all entries received prior to cancellation.

**10. SEVERABILITY and HEADINGS:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official rules or any provision hereof.

**11. GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**12. ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator

pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by the participant and Sponsors. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsors individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsors. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

**14. DISCLAIMER AND FORCE MAJEURE:** Administrators, the Sponsor, Administrators, their affiliated, parent, and subsidiary companies, their employees, agents and officers and all others associated with the development and execution of this Contest are not responsible for: (1) typographical errors in any materials relating to the Contest; (2) lost, misdirected, illegible, incomplete, or delayed entry forms; (3) cancellations, postponements, or delays; (4) Acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar causes beyond the control of Promotion Entities and its immediate assigns, making it inadvisable, illegal, impossible, or impractical to continue the Contest or to perform under these Rules Administrators and Sponsor make no warranty, guarantee, or representation of any kind concerning any prize; Administrators and Sponsor specifically DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, AND ANY OTHER IMPLIED WARRANTY.