

**CAIRN, INC. October 2016 Adventure Upgrade
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE SWEEPSTAKES SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE SWEEPSTAKES SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The **October 2016 Adventure Upgrade** Sweepstakes (the “Sweepstakes”) begins at 12:01 a.m. EST on **October 1, 2016** (the “Sweepstakes Start Date”) and ends at 11:59 p.m. EST **October 25, 2016** (the “Sweepstakes End Date”), (such period referred to herein as the “Sweepstakes Period”). The Sweepstakes is sponsored by Cairn, Inc. (the “Sweepstakes Sponsor”).

1. HOW TO ENTER¹: To enter, you must have a subscription to one of the Sweepstakes Sponsor’s boxes as of the Sweepstakes Start Date. All subscribers as of the Sweepstakes Start Date will receive one (1) entry for a chance to win. Participation in the Sweepstakes is voluntary and does not require you to purchase anything from the Sweepstakes Sponsor. No illegible, incomplete, forged or altered entries will be accepted.

2. PRIZE²:

First Prize

Three winners will each receive:
One Nemo Losi LS 3P tent

Total approximate retail value \$1,469.85 (\$489.95 ea.)

Odds of winning is affected by the number of eligible entries. Total approximate retail value of all prizes: \$1,469.85 (actual value may vary).³ Allow 3-4 weeks after validation of arrangement for receipt of prize. The actual number of prizes awarded is based on

¹ If the promotion is administered through Facebook please review the Facebook Promotion Guidelines (http://www.facebook.com/promotions_guidelines.php):

- Facebook requires the following disclosures be added adjacent to the promotion entry field: “This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to [promotion sponsor] and not to Facebook. The information you provide will only be used for [disclose planned use of information].”
- Facebook also requires an acknowledgement in the promotion’s official rules that “the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

If the promotion is administered through Twitter, include “in no way sponsored, endorsed or administered by, or associated with, Twitter”

² Bonding and Registration Requirements:

- **Florida:** Requires sweepstakes to be registered and bonded if total value of all prizes is greater than \$5,000. The registration and bonding with FL must be completed at least 7 days prior to start of promotion. The filing fee is \$100 and the registration fee is \$49. The bond premium is at a rate of 1.2% (up to 200K), with a \$250 minimum. Florida also charges a 1% tax on the bond premium (e.g. a \$250 premium would have a \$2.50 tax).
- **NY:** Requires sweepstakes to be registered and bonded if total value of all prizes is greater than \$5,000. The registration and bonding with NY must be completed at least 30 days prior to start of promotion. The filing fee is \$100 and the registration fee is \$49. The bond premium is at a rate of 1.2% (up to 200K), with a \$250 minimum.
- **RI:** If the sweepstakes will be advertised in RI retail locations, and has a total value of prizes greater than \$500, then RI requires registration with the state prior to start of promotion. The filing fee is \$150 and the registration fee is \$49.

³ For sweepstakes registered with NY and FL pursuant to footnote 2 above, Sponsor must collect and report to NY and FL the following information for all winners of prizes over \$25:

- a. Winner Name (at least first initial and COMPLETE LAST NAME)
- b. Winner Address (Street, City, State, Postal Code)

the number of eligible entries received. There is no substitution, cash equivalent or transfer of prizes allowed. Winner will be solely responsible for all other expenses not specifically set forth herein. The Sweepstakes Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sweepstakes Sponsor is responsible only for prize delivery; not responsible for prize utility, quality or otherwise. In order to receive a prize, winner may be required to provide proof of identification. Taxes on any prize, including income and/or sales taxes, are the sole responsibility of winner(s). The winner(s) of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize.

3. ELIGIBILITY: Sweepstakes is only open to legal residents of the United States who are at least 18 years old at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sweepstakes Sponsor and warrants that s/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of the Sweepstakes Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

4. SELECTION OF WINNERS: On or about October 25th, 2016 the Sweepstakes Sponsor will randomly select the winner(s). Winners will be selected from all eligible entries received by the Sweepstakes End Date. Winners will be notified by mail, telephone or email using the information provided on the official entry form, within 30 days of the drawing. In the event the winner does not accept the prize, the winner is ineligible, or the prize or prize notification is not deliverable an alternate winner may be selected. The Sweepstakes Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winner. Winners agree to use of name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, winner may be required to sign and return a Publicity Consent and Liability Release.

5. CONTENT: By submitting content to the Sweepstakes Sponsor in connection with the Sweepstakes, you automatically represent and warrant that you have the right to grant, and do hereby grant, to Sweepstakes Sponsor the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such content; and (b) use the content, including without limitation, the right and license to make, use, sell, offer for sale, and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the content and the right to practice. You warrant that the content has not been copied from any third party and its use by Sweepstakes Sponsor will not infringe or involve the misappropriation of any third party rights and agree to indemnify and hold harmless Sweepstakes Sponsor and its affiliates from and against any breach of this warranty. Under no circumstances will the Sweepstakes Sponsor be required to treat any content as confidential. The Sweepstakes Sponsor will be entitled to use the content for any purpose whatsoever without permission from or compensation to you or any other person. For the avoidance of doubt, the Sweepstakes Sponsor will not be liable to you or any other person for any ideas for the Sweepstakes Sponsor's business (including, without limitation, product designs or ideas) derived from the content and will not incur any liability as a result of any similarities to the content that may appear in any future products or services of the Sweepstakes Sponsor.

6. CONDITIONS: The Sweepstakes Sponsor [and Facebook/Twitter], and its [their respective] agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Sweepstakes Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes; or (vi) any printing or typographical errors in any materials associated with the Sweepstakes. The Sweepstakes Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Sweepstakes should any unauthorized human intervention or other causes beyond the Sweepstakes Sponsors' control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, the Sweepstakes Sponsor will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Sweepstakes, participants and winners agree to release, discharge and

hold harmless the Released Entities, and all others associated with the development and execution of the Sweepstakes, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the prize, and/or acceptance, possession, use or misuse of the prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Sweepstakes shall be governed by Oregon law.

7. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- (a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sweepstakes Sponsor, whether arising out of or relating to these Official Rules, the Sweepstakes, your participation in the Sweepstakes, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Sweepstakes, you and Sweepstakes Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- (b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU AND SWEEPSTAKES SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SWEEPSTAKES SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).***
- (c) Pre-Arbitration Dispute Resolution: Sweepstakes Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing Sweepstakes Sponsor's support team at info@getcairn.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sweepstakes Sponsor should be sent to Cairn, Inc., Attn: Marketing Team: AU, 70 SW Century Dr., Suite 100-150, Bend, OR 97702 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sweepstakes Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sweepstakes Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sweepstakes Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sweepstakes Sponsor is entitled.
- (d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sweepstakes Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sweepstakes Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of

documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- (e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.
- (f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- (g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
- (h) Conflict: In the event of any conflict between any term or condition in this Section and any term or condition in our Terms of Service located at <http://www.getcairn.com/pages/terms-conditions>, then the applicable term or condition in this Section shall apply.

8. WINNERS LIST: The first name, last initial, city and state of the winner(s) and a copy of these Official Rules will be available on-line at the Website on October 25, 2016 and for 90 days thereafter.⁴

9. SWEEPSTAKES SPONSOR:

Cairn, Inc.
70 SW Century Dr.
Suite 100-150
Bend, OR 97702

10. NOTICE: The Sweepstakes Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law.

11. Copyright © 2016 Cairn, Inc. All rights reserved. Cairn, Inc. and the associated logo are registered trademarks of Cairn, Inc.. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.

⁴ The winners list is required by law in some states. Alternative winner list language is: To obtain the first name, last initial, city and state of the Sweepstakes winner(s) after the Sweepstakes End Date, send a separate self-addressed, stamped envelope marked “[Sweepstakes Name – Sweepstakes End Date] Winners List” to the Sweepstakes Sponsor. Requests for winners list must be received no later than 90 days from the Sweepstakes Date (residents of Vermont and Washington need not include return postage).