

## Longhorn Get Real Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN MA, MI, VA AND WHERE PROHIBITED.**

**1. Eligibility:** Longhorn Get Real Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Massachusetts, Michigan and Virginia) who are at least twenty-one (21) years old at the time of entry. Employees of Pinkerton Tobacco Co., LP, M.J. Brunner Inc., Blue Fusion Marketing, Inc. ("Blue Fusion"), and ePrize, LLC, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations. Void in Massachusetts, Michigan, Virginia and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** Pinkerton Tobacco Co., LP, 1121 Industrial Drive, Owensboro, KY 42301. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Timing:** The Promotion begins on February 13, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on November 20, 2009 at 11:59 p.m. ET (the "Promotion Period"). The Promotion Period consists of a Grand Prize entry period and ten (10) monthly entry periods (each an "Entry Period"), as set forth in the table below.

<b>Sweepstakes Entry Period</b>	<b>Starts at 12:00 a.m. ET</b>	<b>Ends at 11:59 p.m. ET</b>	<b>Mail-ins must be received by:</b>	<b>Approx. Drawing Date</b>
Grand Prize	2/13/09	11/20/09	11/27/09	12/8/09
February	2/13/09	2/28/09	2/28/09	3/16/09
March	2/13/09	3/31/09	3/31/09	4/13/09
April	2/13/09	4/30/09	4/30/09	5/14/09
May	2/13/09	5/31/09	5/31/09	6/15/09
June	2/13/09	6/30/09	6/30/09	7/13/09
July	2/13/09	7/31/09	7/31/09	8/17/09
August	2/13/09	8/31/09	8/31/09	9/14/09
September	2/13/09	9/30/09	9/30/09	10/14/09
October	2/13/09	10/31/09	10/31/09	11/16/09
November	2/13/09	11/20/09	11/27/09	12/8/09

Blue Fusion's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** There are two (2) ways to enter:

**a. Online:** During the Promotion Period, go to <http://www.longhornsuff.com> and complete and submit the online entry form including a valid home address. P.O. Boxes are not permitted. On subsequent days, you will just need to log in. You automatically will receive one (1) entry into the applicable monthly drawing and one (1) entry into the Grand Prize drawing for the Sweepstakes, advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the instructions to play the Instant Win Game. The Instant Win Game results will be displayed instantly. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**b. Mail-in Entry (Sweepstakes only):** To enter the Sweepstakes without visiting the website, obtain, complete and mail-in (as described below) a tear pad entry form from a participating retail outlet, or hand print your name, address, email address (if available), day and evening phone numbers, and age on a 3" X 5" piece of paper and send it in a properly-stamped envelope to "Longhorn Get Real Sweepstakes," P.O. Box 1764, Grand Rapids, MI 49501-1764. You automatically will receive one (1) entry into the applicable monthly drawing and one (1) entry into the Grand Prize drawing for the Sweepstakes. Limit one (1) entry per envelope. Entries must be postmarked by November 21, 2009 and received by November 27, 2009. Mass entries or mechanical reproductions are invalid. Sponsor is not responsible for late, lost, stolen, postage-due, illegible, incomplete entries, which will be disqualified.

Limit: Each participant may play/enter one (1) time per day during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being authorized account holders.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select one (1) potential Sweepstakes winner, from all eligible entries received on or around the drawing dates set forth in the table above. Non-winning entries will carry over into subsequent drawings. Instant Win Game: Two thousand, eight hundred ten (2,810) random, computer-generated winning times, ten (10) per day, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential Sweepstakes Grand and First Prize winners will be notified by email, mail, telephone, or registered mail after the date of random drawing. Each potential Sweepstakes Grand Prize winner will be required to sign and return to ePrize, within three (3) days of the date notice is sent, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited) in order to claim his or her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (if applicable), or if prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Grand or First Prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If time permits, there will be three (3) alternate drawings, after which the prize will remain un-awarded. Unclaimed Second Prizes will remain un-awarded. Prizes will be fulfilled 10-12 weeks after the conclusion of the Promotion.

## **8. Prizes:**

**Sweepstakes Prizes:** TEN (10) GRAND PRIZES: A Trip for two (2) to Orlando, FL to attend the Richard Petty Driving Experience in January, 2010. Trip package includes roundtrip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando, FL; two (2) nights accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and ground transportation to and from airport and hotel. Winner must be available to travel on the dates specified by Sponsor. If winner is not available, Sponsor will provide a cash substitute of \$3,000. Trip must be booked at least twenty-one (21) days prior to departure. Trip is subject to availability and blackout dates. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, airline fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the

same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event or race is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$7,000. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. TEN (10) FIRST PRIZES: Autographed Longhorn racing memorabilia (autograph and all details of specific item determined by Sponsor in its sole discretion). ARV: \$250. Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the applicable Entry Period.

**Instant Win Game Prizes:** TWO THOUSAND EIGHT HUNDRED TEN (2,810) SECOND PRIZES (ten (10) per day): A Longhorn Racing package, specific contents determined by Sponsor in its sole discretion. ARV: \$25. Odds of winning an Instant Win Game prize depend on the number of eligible prizes available divided by the number of Instant Win Game plays.

For All Prizes: No cash equivalent. All prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$142,750.

**9. Release:** By receipt of any prize, each winner agrees to release and hold harmless Sponsor, M.J. Brunner Inc., Blue Fusion, ePrize, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any

person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes or Instant Win Game play, provided that, if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy [http://www.longhornsuff.com/privacy\\_policy.html](http://www.longhornsuff.com/privacy_policy.html) and ePrize's Privacy Policy <http://www.eprize.com/privacy/privacypolicy.html>.

**15. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than April 8, 2010. For the Winner List, send an email with subject line: "Longhorn Get Real Sweepstakes, Winner List Request," to [WinListRequests@eprizefulfillment.com](mailto:WinListRequests@eprizefulfillment.com).

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