

## **Official Rules for 2009 Alaska Vacation Stimulus Getaway**

APPLICABLE ONLY IN THE UNITED STATES. ENTRY INTO THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE PROMOTION RULES. VOID WHERE PROHIBITED.

### **1. ELIGIBILITY**

To be eligible to enter the 2009 Alaska Vacation Stimulus Getaway (hereinafter, "Promotion"), you must be a legal U.S. resident who is above the age of majority. Employees, officers, and directors of Shining Sea Communications, Inc., and its subsidiaries and affiliated companies and their immediate families and those living in their households, are not eligible to participate in the Promotion. Void where prohibited. All federal, state and local laws and regulations apply. As applicable, you acknowledge that your employer is aware of and consents to your participation in this Promotion, and that your participation is in accordance with these Official Rules and they do not violate your organizations policies and regulations.

### **2. PROMOTION PERIOD**

The Promotion begins at 11:59 p.m. pacific standard time (PST) on April 20, 2009 and ends at 11:59 p.m. PST on May 15, 2009 ("Promotion Period"). All Eligible Entry forms must be complete and submitted electronically (at the URL listed below) by the end of the Promotion Period.

### **3. SPONSOR**

Shining Sea Communications, Inc. ("Shining Sea Communications, Inc."), located at P.O. Box 104859, Anchorage, Alaska 99510, is the sponsor of the Promotion ("Sponsor").

### **4. TO ENTER**

To enter to win the Prize, you must send an electronic entry via the website between the dates specified in the Promotion Period. The submitted entry must be from a logged in user id and contain your name, email address and you must provide your response to the required fields for your Official Entry to be considered eligible. The winner will be selected by using an electronic random number generator. Entries will be numbered in the order they are received. Only one entry per email/phone combination will be accepted. All entries become the property of Sponsor. They will not be returned or acknowledged. Sponsor is not responsible for lost, late, misdirected, mutilated, incomplete, illegible, or postage-due mail or e-mail, or for any computer-related, online, telephonic, or technical malfunctions that may occur. Entries are void if they are in whole or in part illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error, or obtained through fraud or theft. By entering you agree to be bound by these

Official Rules. Sponsor will be collecting personal data about participants when they submit their email entry. Sponsor will be sharing the same personal data with Alaska HDTV.

## 5. WINNER

Grand Prize:

1. Sponsor will award one (1) Grand Prize to the entrant whose entry is drawn and winner will receive: Two (2) Round trip tickets to Fairbanks, Alaska from any gateway served by Alaska Airlines/Horizon Air. Return from Anchorage to gateway city.
2. Hotel accommodations for two (2) persons for three (3) nights. One night at the Fairbanks Princess. One night at the Denali Princess and one night at the McKinley Princess.
3. Transportation to and from the Hotel
4. Train transportation from Fairbanks, to Denali Park, to Talkeetna and to Anchorage on the Midnight Sun Express (Princess Rail Tours).

Approximate Retail Value ("ARV") \$3,000.00.

Additional Prizes:

Sponsor will award a limited number of promotional items and gifts to randomly drawn entries.

All decisions on all matters pertaining to the Promotion are final. Limit one prize per person, family or household. Odds of winning depend on the number of eligible entries received.

## 6. WINNER NOTIFICATION

Selection of the winner will occur on or about May 21, 2009, from among all eligible entries received, and will be conducted at Shining Sea Communications, Inc. offices in Anchorage, AK. The Prize winners will be notified by e-mail, on or about May 21, 2009. Grand Prize winner will have (7) SEVEN DAYS from notification to claim the prize supplied by Shining Sea Communications, Inc. Shining Sea Communications, Inc. and its affiliates, subsidiaries, employees, agents, officers and directors, advertising and promotion agencies, and their respective officers, directors, employees and their respective agents will not be liable for unsuccessful efforts to notify a winner. The prize will be delivered by electronic methods or via USPS, UPS or FedEx within United States only within one week after winner notification. No prize transfer, assignment or substitution by winner permitted. Shining Sea Communications, Inc. reserves the right, in their sole discretion, to substitute the prize for a prize of equal value should all or part of a prize become unavailable for any reason. All federal, state and local taxes, fees and surcharges on prizes are the sole responsibility of the winners. If the Grand Prize winners decline the prize, fail to claim the prize, are unavailable for prize fulfillment, or

fail to abide by the Official Rules, Sponsor may select an alternate winner from all remaining eligible entries.

## 7. LIMITATION OF LIABILITY

1. Shining Sea Communications, Inc. reserves the right at their sole discretion to cancel, terminate, modify or suspend the Promotion.

2. By participating, entrants and winners release Sponsor, its affiliated, parent, and subsidiary companies, its employees, agents and officers, advertising and promotion agencies, as well as all others associated with the development and execution of this Promotion, from and against any and all liability with respect to or in any way arising from the Promotion and the awarding and use of the prize. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Promotion entries or entry forms; or alteration of entries or entry forms.

3. By participating in the Promotion, entrants agree to all the terms and conditions herein.

4. Participants also agree (a) to be bound by these Official Rules; and (b) that the decisions of Sponsor are final on all matters relating to the Promotion.

5. Sponsor may publish the winning entry(s) in whole or in part via print or electronic media and at Sponsor's web site, with attribution to winner.

6. Before being declared a winner, each selected entrant may be required to sign and return an Affidavit of Eligibility, Liability Release and where lawful a Publicity Release form(s) and return them to Sponsor within 7 calendar days of mailing. If Affidavit of Eligibility, Liability and Publicity Release are not received, are incomplete or modified, prize will be forfeited and awarded to an alternate winner. If any prize or Affidavit of Eligibility, Liability or Publicity Release is returned as non-deliverable, the potential winner will be disqualified and another winner will be selected.

7. In all matters regarding this Promotion these Official Rules will be the binding terms and conditions. Rules, terms and benefits of this Promotion stated or communicated anywhere other than as set forth in this text of these Official Rules shall be non-binding. Sponsor is not responsible for representations, errors or omissions in any verbal or written or printed statements, documents or brochures about the Promotion made or supplied by any employee or agent or partner of Sponsor or Sponsor's agents that may differ or appear to differ from the Rules as stated herein.

## 8. LAWS

This Promotion is governed by the laws of the State of Alaska, without regard to the conflicts of law provisions. Promotion is void where prohibited or restricted by laws, including but not limited to jurisdictions with laws that would require registration, disclosure, filing, trust account, or posting of a bond or any other requirements that are not satisfied by these terms and conditions.

## 9. WINNERS LIST

To obtain the name of the Grand Prize winner, send a request, along with a self-addressed, stamped envelope, to Shining Sea Communications, Inc., P.O. Box 104859, Anchorage, Alaska 99510, Attn: Giveaway List