

O'Neill Cold Water Classic Giveaway Rules

Introduction: **SURFERMAG.COM, SURFINGTHEMAG.COM AND SGMAG.COM, and ONEILLCWC.ASSLIVE.COM** are offering a Sweepstakes. NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. VOID IN NY AND FL. 2. Eligibility: Entrant must be ages 18 years and older and a legal resident of the 50 United States and the District of Columbia. Employees of **surfermag.com, surfingthemag.com, sgmag.com** and prize sponsors, their parents, subsidiaries, affiliated companies, and agents and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible. 3. Timing: Sweepstakes begins at 12:00:01 a.m. E.T. on **10/13/04** and ends at 11:59:59 p.m. E.T. on **12/15/04**. 4. How to Enter: Enter by filling out any official entry form available at **oneillcwc.asglive.com, www.surfermag.com, www.surfingthemag.com, www.sgmag.com** and fill in required entry information. Individuals may enter this sweepstakes by filling out the online form only once. More than one entry from any person or e-mail address will void all entries from that person or e-mail address. 5. Drawing: This sweepstakes will have 1 drawing. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. For each prize, a potential winner will be selected in a random drawing from all entries received on or before the entry deadline as listed in the Official Prize Schedule below. All entries received from **10/13/04** to each entry deadline are eligible for the drawing. The drawing will be conducted on or about **12/18/04** by Primedia-Online, whose decisions are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received. Potential winners will be notified by e-mail or mail by two weeks after the drawing. If a potential winner cannot be contacted within fourteen (14) days after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all entries received. 6. Prizes: The following prizes will be awarded: **one men's O'Neill Psycho 2 wetsuit (value \$500.00), one women's O'Neill Psycho 2 wetsuit (value \$500.00), (1) O'Neill Mezzanine woven (\$50), (1) O'Neill Cabletime beanie (\$25), (1) O'Neill Operator T-shirt (\$20), (1) O'Neill Pick Up denim (\$60), (1) O'Neill Psychofreak wet/dry pack (\$70), (1) O'Neill Kids Are Alright video (\$29.95), O'Neill Cold Water Classic T-Shirt (\$20), Surfer Calendar (\$20), Surfer Poll Video DVD (\$20), Surfing T-Shirt (\$20), SG T-Shirt (\$20)**. Prizes are nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by

Sponsor(s) in the event that the prize cannot be awarded for any reason, in which case, Sponsor(s) will award a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

7. Other Terms and Conditions: Potential winners and any guests who will share in the prize will each be required to sign and return an Affidavit of Eligibility, Liability Release, and where lawful, a Publicity Release, within fourteen (14) days of notification, failing which the potential winner will be disqualified and another winner selected in the place of the disqualified person at random from all entries received. If any prize or prize notification is returned as non-deliverable, the potential winner will be disqualified and another potential winner will be selected in the original potential winner's place. By accepting the prize, the winner agrees that the Sponsor(s) and those acting under the Sponsor's authority, may use winner's name, picture/portrait likeness and/or voice, for advertising and promotional purposes without further consideration, unless prohibited by law. BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT THE SPONSOR(s), [ITS/THEIR] SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES OR PRIZE RELATED ACTIVITY. Subject to all federal, state and local laws.

Void where prohibited. 8. Miscellaneous: All entries become the sole property of Sponsor(s) and none will be returned. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor(s) with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor(s) reserve(s) the right in their sole discretion, to

disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor(s) are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor(s) on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Sweepstakes. Sponsor(s) are not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR(S) RESERVE(S) THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. 9. Winners List: A complete list of prize winners will be available at <http://www.sgmag.com> 10. Sponsor(s): The primary Sponsor of this sweepstakes is Primedia Online who owns **oneillcwc.asglive.com**; **surfermag.com**; **surfingthemag.com** and **sgmag.com** 950 Calle Amanecer, San Clemente, CA 92673.