

THE FOLLOWING SWEEPSTAKES IS PLAYED IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, PUERTO RICO AND OTHER US TERRITORIES) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.

The Dutyfree.com \$1,000 Sweepstakes— Official Rules

No Purchase Necessary. A purchase will not increase your chances of winning a prize.

- 1.** The Sweepstakes Period is from 12:00:01 am Eastern Time (ET) June 24, 2008 ("Sweepstakes-Start") to 11:59:59 pm ET December 31, 2008 ("Sweepstakes-End"). Sponsor's clock governs time.
- 2. Eligibility:** The Dutyfree.com \$1,000 Sweepstakes (the "Sweepstakes") is played in the 50 United States and DC, only on the World Wide Web of the Internet, and is open to legal residents of the United States and D.C. who are a) residing in the 50 United States and D.C. and b) 21 years of age or older, at the time of entry. In addition to US residents as defined above, legal residents of Canada (except Quebec), China, Finland, France, Germany, India, Italy, Spain and UK, who are 21 years of age or older at the time of entry are also eligible to enter. Void in Puerto Rico, other US territories, possessions and military bases or where prohibited, licensed, restricted or taxed. Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless where they live) or members of household of Dutyfree.com, Inc. ("Sponsor") and THE MARKETING AGENCY, LLC ("Administrator"), their respective parent companies, subsidiaries, installers and advertising, design, web design, web hosting and publicity agencies (the "Sweepstakes Entities") and anyone connected with the production or distribution of this Sweepstakes are not eligible to enter or be awarded a prize. **By entering this sweepstakes, all entrants warrant that they are conforming, and will conform, with the laws of their country of residence pertaining to sweepstakes and taxes.**
- 3. How to Enter:** This Sweepstakes is entered only through the Internet. To receive one entry, go to www.dutyfree.com and register to receive their free e-newsletter by entering your Full Name, Zip Code and Email address for which you are the authorized user. **You must supply an accurate, functioning email address for your entry to be eligible and to be notified should your entry be chosen as a winner. It is entrant's responsibility to keep his/her email addresses current.** "Authorized user" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email account. **Maximum one (1) entry per household or email address.** Entries must be made by an individual from a stand-alone computer and may not be made by proxy or any electronic/automated means

such as script, bot, macro or any other similar software or program. **All discovered duplicate entries will be deleted.**

4. **Winner Selection:** There will be one (1) Grand Prize winner selected in random drawings, up to 15 days after Sweepstakes–End. **Prize winner will be notified by email to the email address submitted with an entry/registration.** It is an entrant's responsibility to keep his/her email address current. A potential prizewinner will have three (3) business days to reply to the email, agreeing to accept the prize and providing/confirming full contact information. Failure to confirm and provide the above within the time limit will signify to the Sponsor that the prize has been declined and forfeited for all time and another potential winner will be chosen in random drawings.
5. **Quantity, Prize, Approximate Retail Value (ARV) and Odds:** *(1) Grand Prize:* A check for \$1,000 or a \$1,000 gift card from a major credit/debit card issuer, in Sponsor's sole discretion. **ARV:** \$1,000. **Odds:** Dependent on the total number of eligible entries received during the Sweepstakes Period.
6. **General:** Sweepstakes administration and winner selection and verification will be conducted by THE MARKETING AGENCY, LLC, the independent judging organization, whose decisions are final and legally binding. No participant or winner shall have the right to contest any decision by Sponsor or the independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. By participating in this Sweepstakes, you agree to be bound by these Official Rules. Sponsor is not responsible for those who cannot access the Internet or cannot click-through for any period of time regardless of technical, hardware, software, telephone, Internet, virus contamination, force majeure, network problems or human error and for delay, failure or malfunction for any reason. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, human error or any other causes beyond Sponsor's control. A Winner will be drawn from among all eligible entries received up to the time of cancellation/termination. Sponsor reserves the right to disqualify any entry from the Sweepstakes if in Sponsor's sole judgment entrant has not complied with these Official Rules. Without limitation, all of an entrant's entries will be disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. The Sweepstakes Entities assume no liability for damage caused to entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. Only the prize and the value listed in the Official Rules shall be awarded. The Grand Prize winner will be required to execute and return an *Affidavit of Eligibility, Liability and Publicity Release* within five (5) days of date on notification or it will be concluded definitively that the prize has been declined and, without further notice, an alternative winner may be selected in random drawings. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities and all their respective

shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). By entering this Sweepstakes, both Grand and First prizewinners acknowledge that the prizes are awarded "as is" and that the Sweepstakes Entities have neither made, nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize or regarding the use, value or enjoyment of the prize. The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure. Prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner shall be selected in random drawings.

7. If any provision of the Sweepstakes shall be deemed to violate any federal, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Sweepstakes entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All taxes are winner's responsibility and a 2008 form #1099 will be issued to a United States Grand Prize winner for \$1,000 or the actual value of the prize.
8. **For Canadian and Indian Residents:** A Canadian (except Quebec) or Indian potential winner will be required to answer a timed, mathematical question correctly, without any assistance or mechanical aid. The skill-testing question will be administered by telephone.
9. Acceptance of the prize constitutes permission to use the winner's name, voice and likeness and any and all identifying characteristics for promotional, advertising and publicity purposes by Sponsor (including posting to the americanblinds.com website); this permission includes, but is not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.

10. Sweepstakes Entities and all production, promotion and web hosting agencies shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
11. All entries submitted become the property of Sponsor and none will be acknowledged or returned. Sponsor and Sweepstakes Administrator collect personal information from you when you enter the Sweepstakes. The information collected is subject to dutyfree.com's privacy policy found by clicking the "Privacy Policy" link and The Marketing Agency's Privacy Policy found at themarketingagency.com/html/aboutUs.html and clicking the Privacy Policy link.
12. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a Federal court of competent jurisdiction sitting in the State of Delaware. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' or experts' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you. 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 Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware's or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.
13. **For a Winners List** — available on or about January 30, 2009, send a self addressed, stamped envelope to: Winners — The Dutyfree.com \$1,000 Sweepstakes, c/o The Marketing Agency, 233 Needham Street, Suite 300, Newton MA 02464. Requests must be received by January 31, 2009. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. **You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.**
14. This Sweepstakes is sponsored by Dutyfree.com, Inc. 123 Newbury Street, Floor 2, Boston, MA 02116 This Sweepstakes is administered by The Marketing Agency, LLC, 233 Needham Street, Suite 300, Newton, MA 02464.
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