

**“JANSPOUR PACK A DAY”SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

The “JANSPOUR PACK A DAY” SWEEPSTAKES (“Sweepstakes”) starts at 12:01 a.m. Pacific Time (“PT”) on March 10, 2008 and ends at 11:59 p.m. (PT) on April 30, 2008 (“Entry Period”). The Sweepstakes consists of (51) random sweepstakes drawings: one drawing for each day of the Entry Period. The sponsor of this Sweepstakes is JanSport, a division of VF Outdoor, Inc., 2011 Farallon Drive, San Leandro, CA 94577 (the “Sponsor”). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants (if participant is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agree to abide by and be bound by these Official Rules. Facebook, Inc.’s computer is the official clock for all purposes of this Sweepstakes.

ELIGIBILITY: SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, THIRTEEN (13) YEARS OF AGE OR OLDER.THE PRECEDING INCLUDES (BUT IS NOT LIMITED TO) U.S. MILITARY PERSONNEL WITH A.P.O. AND F.P.O. ADDRESSES. THIS SWEEPSTAKES IS VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED BY LAW. Employees and their immediate families (parent, child, siblings, spouse) of Sponsor, Facebook, Inc. (“Facebook”), Fluid, Inc., their respective affiliates, subsidiaries, parent companies and agencies (collectively, the “Promotion Parties”) and those living in their same household are not eligible to enter or win. A prize won by a minor in the jurisdiction in which he/she resides, may, at Sponsor’s sole discretion, be awarded in the name of or to said minor’s parent or legal guardian.

TO ENTER: Beginning at 12:01 a.m. (PT) on March 10, 2008, enter by logging onto <http://www.facebook.com> (the “Entry Site”) and becoming a “FAN” of the JanSport Facebook page by following these steps:

- (a) create a Facebook profile (including but not limited to providing your first and last name and e-mail address) and become a Facebook member (if you are already a Facebook member, log onto Facebook with your e-mail address and password);
- (b) Access the JanSport Page on Facebook (by searching Facebook and clicking on the link to the JanSport Page; or, by clicking on the link to the JanSport Page in another Facebook member’s profile; or, by clicking on the link to the JanSport Page in the “News Feed” feature of Facebook) and click on “Become a Fan;”
- (c) In the pop-up window that then appears, make sure the box “Allow JanSport to send Updates to the Updates tab of my Facebook Inbox” is checked;
- (d) Click on the “Become a Fan” button.

When you complete steps (a) – (d) and become a Fan of the JanSport Page, you will receive one entry in the Sweepstakes (“Online Entry”). Persons who are members of the JanSport sponsored group will receive a message in their Facebook Inbox inviting them to become a Fan of the

JanSport Page. Membership in the JanSport sponsored group will NOT automatically result in becoming a Fan of the JanSport Page nor will it result in entry in Sweepstakes. ONLY ONE (1) ENTRY PER VALID FACEBOOK MEMBER PROFILE WILL BE ACCEPTED FOR THIS SWEEPSTAKES. Any person who attempts to participate with multiple Facebook profiles or uses any device or artifice to enter multiple times will be disqualified.

EACH DAY OF THE ENTRY PERIOD BEGINS AT 12:01 A.M. (PT) AND ENDS AT 11:59 P.M. (PT). TO BE ELIGIBLE FOR A GIVEN DAILY DRAWING, ALL ENTRIES MUST BE RECEIVED BY 11:59 P.M. (PT) ON THAT DAY OF THE ENTRY PERIOD. ALL ENTRIES MUST BE RECEIVED BY APRIL 30, 2008 AT 11:59 P.M. (PT). IF ENTRY IS NOT SELECTED AS A WINNER IN A DAILY DRAWING, IT SHALL REMAIN ELIGIBLE FOR SUBSEQUENT DAILY DRAWING(S).

The Promotion Parties, their respective affiliates, subsidiaries, divisions, parent corporations, and their respective officers, directors, shareholders, employees, advertising and promotion agencies and agents, and any and all Internet server(s) and access provider(s), and each of their respective affiliates, subsidiaries, divisions, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site or any web pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of entering information at the Entry Site is not considered proof of delivery or receipt. All entries become the property of Sponsor and will not be acknowledged or returned. False, fraudulent deceptive entries or acts in violation of these Official Rules (as determined by Sponsor in its sole discretion) shall render entrants responsible for same (as determined by Sponsor in its sole discretion) ineligible. Any information collected by entering the Sweepstakes shall be used only in a manner consistent with these Official Sweepstakes Rules and with the Facebook, Inc. Privacy Policy, which can be found at <http://www.facebook.com/policy.php>. **BY REGISTERING AT ENTRY SITE AND ENTERING SWEEPSTAKES, YOU (IF YOU ARE A MINOR IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT OR LEGAL GUARDIAN) AGREE TO ABIDE BY AND BE BOUND BY THE FACEBOOK, INC. PRIVACY POLICY AND TERMS OF USE; IF YOU (IF A MINOR, YOUR PARENT OR LEGAL GUARDIAN) DO NOT AGREE TO THE PRIVACY POLICY AND TERMS OF USE, DO NOT CREATE A FACEBOOK PROFILE, PROVIDE ANY PERSONAL INFORMATION AT WWW.FACEBOOK.COM, ENTER THE SWEEPSTAKES OR OTHERWISE USE THE ENTRY SITE.**

WINNER SELECTION: Winners will be selected in a series of (51) daily random drawings. Each daily drawing will consist of all eligible entries received on that day (12:01 a.m. [PT] – 11:59 p.m. [PT]) of the Entry Period and all non-winning entries from all preceding daily drawing(s). Each

daily drawing will take place on or about three (3) business days after that day of the Entry Period. Random drawings will be held by Fluid, Inc., an independent judging organization, whose decisions (along with those of JanSport, a division of VF Outdoor, Inc.) are final and binding in all matters relating to this Sweepstakes. By participating, entrants (if entrant is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agree to abide by and be bound by the decisions of judges and Sponsor. Those persons initially selected as potential winners will be notified by means of a message to their Facebook Inbox within one (1) week of the drawing date and will receive their prizes within 4 – 6 weeks thereafter.

If any prize is returned as undeliverable for any reason, such prize will be forfeited and an alternate winner for such prize will be selected from among all remaining eligible entries received for the applicable daily drawing. No substitution for a prize will be permitted by winner. If necessary due to prize unavailability for any reason, a prize of comparable or greater value will be awarded at the sole discretion of the Sponsor. Prizes are not transferable, assignable or redeemable for cash. Prizes may not be sold, bartered or exchanged by winner. Limit one (1) prize per person/Facebook profile.

All Federal, state and local tax liabilities, if any, are the sole responsibility of the winners. All unspecified expenses related to acceptance and use of prize are winner's sole responsibility. Except where prohibited by law, acceptance of a prize constitutes permission of winner (if a winner is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) to use the winner's name, voice, likeness, photograph, address (city, state), other indicia of persona, and winner's statements about Sponsor and/or Sweepstakes for advertising/trade/publicity purposes without additional compensation or limitation.

PRIZES: ([51] in total; [1] per daily drawing): Each prize shall consist of one (1) JanSport SuperBreak backpack. The approximate retail value of each prize is \$39.99.

The total approximate retail value of the prizes to be awarded in this Sweepstakes is \$2039.49. The odds of winning a prize in a specific random drawing are determined by the total number of eligible entries received for that specific random drawing.

LIMITATIONS ON LIABILITY: Releasees shall not be liable to winner or any other person for failure to supply the prize, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control.

LIMITATION OF LIABILITY: ENTRANTS (IF ENTRANT IS A MINOR IN HIS/HER JURISDICTION OF RESIDENCE, HIS/HER PARENT OR LEGAL GUARDIAN) HEREBY AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS RELEASEES FROM ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RESULTING FROM PARTICIPATING IN THIS SWEEPSTAKES OR FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF

ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. PARTICIPANTS (IF PARTICIPANT IS A MINOR IN HIS/HER JURISDICTION OF RESIDENCE, HIS/HER PARENT OR LEGAL GUARDIAN) AGREE THAT RELEASEES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES (EXCEPT FOR SPONSOR'S STANDARD EXPRESS PRODUCT WARRANTY ON JANSPOUT SUPERBREAK BACKPACK [i.e., THE PRIZE]). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ENTRY SITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. THE PROVISIONS REGARDING IMPLIED WARRANTIES ARE VOID IN SOME AREAS WHERE IMPLIED WARRANTIES ARE PRESCRIBED BY LAW.

Releasees are not responsible for lost, late, illegible, damaged, or stolen entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by Sponsor, Facebook, users or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any technical or human error which may occur in the processing of entries/submissions which may damage a user's system or limit a participant's ability to participate in the Sweepstakes. Entry materials that have been tampered with or altered are void.

GENERAL: If for any reason Sponsor determines in its sole discretion that this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, for each affected drawing, the Sponsor will award the prize in a random drawing, from among all eligible, non-suspect entries received for such affected drawing (if any) prior to such action by Sponsor or by some other means determined by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. Any attempt by an entrant or any other individual to deliberately damage any web site (including the Entry Site) or undermine the legitimate operation of

the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law (including but not limited to disqualification of such person from Sweepstakes). A potential winner may be requested to provide Sponsor and/or Facebook with proof that he/she is the person identified in/associated with a given Facebook profile; and, in the absence of such satisfactory proof (as determined by Sponsor and/or Facebook in their sole discretion), potential winner will be disqualified and an alternate winner selected. Entrants (if entrant is a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agree that any and all disputes are governed by the laws of the state of California (with the sole exception of the choice of law/conflict of law provisions of California or any other jurisdiction); for complete dispute resolution policy, see Terms of Use of www.facebook.com: and that the conditions of submission set forth in these Official Rules and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between Entrants and the Promotion Parties in connection with this Sweepstakes.

NOTE: Entry must be manually key-stroked/made by the entrant in the manner prescribed in the "To Enter" section above. Entries made by any other individual or any entity, and/or originating at any other web site or effected in any other manner, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified from this Sweepstakes. The use of any device or computer software to automate the entry process is prohibited.

WINNERS LIST: For an Official Winners List (available after May 31, 2008), or a copy of these Official Rules, send a self-addressed, stamped envelope to: "JANSPORT PACK A DAY" SWEEPSTAKES (*please specify Official Winners' List or Official Rules*), c/o Fluid, Inc., 2 South Park, Third Floor, San Francisco, CA 94107. Official Rules are also available during the Entry Period at the Entry Site.

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