

**King Mountain Tobacco Company Inc. – 2009 Born to be Wild Sweepstakes
OFFICIAL RULES**

**NO PURCHASE NECESSARY. MUST BE 21 TO ENTER. VOID WHERE
PROHIBITED.**

- PROMOTION PERIOD:** 2009 Born to be Wild Sweepstakes (“Born to be Wild”) begins on June 1, 2009 and ends on January 31, 2010 (the “Promotion Period”). All Entry Forms must be postmarked by January 25, 2010 and the drawings will be held on or about January 31, 2010 at King Mountain Tobacco Company Inc. (the Company) located at 2000 Fort Simcoe Road White Swan, WA. 98952.
- ELIGIBILITY:** Participants and Winners must be legal residents of the United States (excluding Massachusetts, Michigan, Virginia) or the District of Columbia and be at least 21 years or older as of June 1, 2009. Born to be Wild is subject to all applicable laws and regulations and is specifically void where prohibited. Employees of the Company and the immediate family of any such employees are not eligible to participate, enter, or win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.
- HOW TO ENTER:** To enter, mail in your Entry Form during the Promotion Period. The Company is not responsible for payment of postage or other applicable mailing charges. You can also enter Born to be Wild by accessing the Company website at www.kingmountaintobacco.com and follow the directions listed online. Follow all instructions to complete the Entry Form, including entering your name, address, city, state, zip code, and date of birth, day and evening phone number (including area code). All entries from a person will be eligible for a prize. Born to be Wild Winners will be drawn from mailed, hand delivered, and online entries only. One (1) prize per household. The Administrator will not verify receipt of entries. By entering Born to be Wild, participants acknowledge compliance with the Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the participant. The Company and Distributor/Retailer (Administrators) disclaim all liability for the inability of a participant to complete an Entry Form due to incorrect information, entries not received by January 31, 2010, acts beyond their control, or otherwise. The Company and Administrator disclaim all liability for any delays, miss-delivery, loss, or failure in the delivery of any item sent by US mail service or other delivery method. The Company and Administrator are not responsible for human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: any form of active or passive filtering, insufficient space in participant’s mail service account, failed, incomplete, garbled or delayed Entries, lost or unavailable information which may limit a participant's ability to participate in Born to be Wild. No mechanical reproductions or facsimiles will be accepted. The use of automated software or computer programs to register or enter Born to be Wild is strictly prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Entries are void if incomplete, defective, altered, forged,

illegible, or received outside authorized channels. All entries and information become property of the Company/Administrator and will not be returned.

4. **JUDGING/WINNER SELECTION DETAILS:** Born to be Wild Entry Forms shall be distributed by the participating Distributor or Retailer in all qualified sales areas, their staff, and available to be completed online at the Company's website. 'Entry Form Drawing' decisions on all matters relating to Born to be Wild shall be final and binding. Entry Form Drawings chances of winning will be based on the following criteria: how many times the participant enters and how many people enter within the promotional time frame of June 1, 2009 through January 31, 2010. Odds of winning are variable and depend upon the number of times each contestant enters and the amount of eligible entries received. Prizes from each drawing are to be claimed on or about January 31, 2010 at the Company's location listed above. Each Winner agrees to be bound by these Official Rules and the decisions of the Company whose decisions are final on all matters relating to the Born to be Wild Sweepstakes. Each Winner will be notified by telephone and/or mail on or about January 31, 2010. If a Winner cannot be contacted from the information provided on the Entry Form, the Company reserves the right to select another Winner at its sole discretion from the pool of entry forms. Each Winner will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability Release (including, where permitted, a Publicity Release) within fourteen (14) days of receipt. Failure to return the executed Affidavit within the time specified may result in disqualification and selection of alternate Winner from remaining eligible entries. Winner will be subject to a verification process, to include Winner's name, address, home phone number, work/cell phone number, and social security number. The Company or Administrator is not liable if prize notification letter is lost in the mail.
5. **PRIZE(S):** One (1) eligible prize winner will win a 2010 Dodge Ram truck at the Grand Prize drawing on or about January 31, 2010. 2010 Dodge Ram Truck (approximate value \$30,000). Quarterly Drawings will be conducted on October 1, 2009 and January 4, 2010. In order to be eligible for the Quarterly Drawings Entry Forms must be received by September 30, 2009 and December 31, 2009. The Total Retail Value of all prizes is \$60,000. Each Winner will be solely responsible for all title, license and registration fees, freight, delivery, additional equipment, all federal, state, and local taxes, insurance, gasoline, vehicle maintenance and all other fees and expenses associated with the receipt and use of the Vehicle. The exterior, interior, color, and decaling of the Vehicle will be designated by the Company and will remain the same for the period of one year. Any alterations to said vehicles will result in total reimbursement of dollar amount of the promotion including but not limited to promotional costs, advertisement costs, and attorney/litigation fees. All additional Vehicle options and any and all other expenses not specifically mentioned herein are the sole responsibility of the Grand Prize Winner. The Grand Prize Winner must provide proof of valid automobile liability insurance and a valid driver's license prior to accepting the Vehicle. The Company reserves the right to substitute any portion of this prize for a prize of equal or greater value. No transfer, assignment, cash equivalent, or change of the prize by the Winner is permitted. If a Winner cannot be contacted or is disqualified, the Company reserves the right to determine an alternate Winner or not to award that Winner's prize, in its sole discretion. Unclaimed prizes will be awarded to the next eligible contestant. Other restrictions may

apply. All federal, state, and local taxes on the prize are the sole responsibility of each Winner.

6. **PUBLICITY; USE OF PERSONAL INFORMATION:** By participating, where allowed by law, each Winner and all participants grant the Company and Administrator exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Born to be Wild Sweepstakes and waives any claims to royalty, right, or remuneration for such use. By participating in Born to be Wild, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in Born to be Wild to third parties and use such information for marketing and other purposes.
7. **TAXES:** Any valuation of the prize stated above is based on available information provided to the Company and Administrator, and the value of any prize awarded to a Winner will be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Each Winner must provide the Company and Administrator with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Company and/or Administrator will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
8. **CONDUCT AND DECISIONS:** By participating in Born to be Wild, participants agree to be bound by the decisions of the Company and Administrator's personnel. Persons who violate any rule, gain unfair advantage in participating in Born to be Wild, or obtain Winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning the rules or Born to be Wild, and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of Born to be Wild is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference, or any event beyond the control of the Company, the Company reserves the right to terminate Born to be Wild, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions made by the Company are final. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS SWEEPSTAKES, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY OR ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
9. **CONDITIONS:** Participants release King Mountain Tobacco Company Inc.; Distributors, Retailers, and each advertising medium which broadcasts Born to be Wild, and their respective subsidiaries and affiliated companies, divisions, parent companies,

officers, directors, employees, agents and advertising agencies and all others associated with the development and execution of the Born to be Wild Sweepstakes, from and against any and all liability with respect to or in any way arising from Born to be Wild and the awarding and use of the prize, including without limitation liability for death, personal injury and/or disability.

10. **MISCELLANEOUS:** Each Winner must submit proof of eligibility and sign the Companies release form to claim the prize. The Company may substitute prizes, amend the rules, as well as extend, modify, or discontinue Born to be Wild at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of Born to be Wild. The Company and Administrator are not responsible for any typographical error in the printing of these Official Rules, administration of Born to be Wild or in the announcement of Born to be Wild prizes. For a copy of the rules, or where required by law, a winners list, mail a written request with a stamped, self-addressed return envelope to King Mountain Tobacco Company Inc. 2009 Born to be Wild Sweepstakes, P.O. Box 422 White Swan, WA, 98952. Winner's List will be available for six (6) months beginning February 22, 2010. All entries become the property of the Company and Administrator and will not be returned.
11. **JURISDICTION:** These Official Rules shall be governed by and construed in accordance with the laws of the Yakama Indian Nation. Venue and jurisdiction for any claims associated in any way with these rules shall only be done so on the Yakama Indian Reservation.