
SUPER BOWL® XL SWEEPSTAKES

OFFICIAL RULES AND REGULATIONS:

NO PURCHASE REQUIRED or NECESSARY to enter or win. **A PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING.** This Foot Locker Retail Super Bowl XL Sweepstakes™ is valid only for the **February 5, 2006 Super Bowl XL, to be held at Ford Field in Detroit Michigan.** This Sweepstakes is open to legal residents of the United States who are 18 years of age or older at the time of entry. The decisions of the Judges, VAN WAGNER SPORTS AND ENTERTAINMENT (hereafter the "**Judges**") are final and legally binding in all Sweepstakes related matters. **WINNER AND GUEST MUST BE ABLE TO TRAVEL ON SHORT NOTICE AND BASED ON THE TRAVEL PLANS AS SOLELY ARRANGED BY THE SPONSOR. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW OR REGULATION.**

- **HOW TO PARTICIPATE:** Sweepstakes Starts on Thursday, 1/19/06 at 11:59 AM (EST) and ends on Sunday, 1/22/06 at 11:59 PM (EST). Entry forms may be obtained by visiting any participating Foot Locker, Lady Foot Locker, Kids Foot Locker, Champs Sports or Footaction store in the U.S. You may also enter Online by visiting any of the following Foot Locker Sweepstakes sites: Footlocker.com, Ladyfootlocker.com, Kidsfootlocker.com, Footaction.com or Champssports.com ("**Websites**") and completing the Sweepstakes registration form. Entry may be made by mail by sending a postcard to "The Foot Locker Retail Super Bowl XL Sweepstakes" PO Box 2274, Framingham, MA 01703-2274. All mail in entries must be received by 1/25/06. The Foot Locker Retail Super Bowl XL Sweepstakes is a random drawing Sweepstakes promotion. All Online entries must be made by 11:59 PM (EST) on 1/22/06. The Website's clock will be the official timekeeper for this Sweepstakes. **LIMIT:** One entry per person or email address. Foot Locker Retail, Inc. (hereafter "**Sponsor**") and Judges may disqualify multiple entries. Any mass entries or entries generated by a script, macro or use of automated devices will be disqualified. No responsibility is assumed by the Sponsor for incorrect, lost, late, misdirected, illegible, incomplete, stolen, mutilated, postage due entries or for any computer, online, telephone or technical malfunctions that may occur. Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. All entries become the property of Sponsor and will not be returned to entrant. Void where prohibited by law or regulation.
- **Drawings & Winner Selection:** A random Sweepstakes drawing will be conducted on or about **Thursday, 1/26/06** from all valid entries received. The Sweepstakes drawings will be under the control of the Judges whose decisions shall be final and legally binding as they pertain to this Sweepstakes. Winner will be notified via phone or email, whichever is appropriate. Failure to reply to this prize winning notification within twenty-four (24) hours of notification to claim prize, will disqualify the entry and an alternative winner will be selected. Odds of winning depend on the total number of eligible entries received.
- **PRIZE:** Only one Grand Prize as described below will be awarded in this Sweepstakes.

ONE (1) GRAND PRIZE: 4-Day/3-Night trip for two (2) to Super Bowl XL to be held **February 5, 2006 at Ford Field in Detroit Michigan.**

The grand prize includes the following:

- **Two (2) round trip (coach class) airfares from winners nearest major airport to Detroit (or nearest available airport should flights to Detroit be sold out).**
- **Three (3) nights (double occupancy) hotel accommodations.**
- **Two (2) Super Bowl XL Game Tickets**
- **Two (2) tickets to the NFL Experience**
- **\$300 in Spending Cash**

Total approximate Retail Value \$3,730 (value may vary depending on point and time of departure). All travel to be booked by Sponsor's designated travel agent. Winner and guest must travel on the same dates and on the same itinerary as solely determined by the Sponsor. Winner and guest must have proper identification documents as may be required by airlines in order to travel. Expenses not specifically listed are the sole obligation of the winner.

ONE (1) FIRST PRIZE: \$500 Gift Card from Sponsor. Approximate Retail Value \$500.

FIVE (5) SECOND PRIZES: \$100 Gift Card from Sponsor.

Approximate Retail Value \$100 per second prize winner, \$500 total second prize winners.

Total Approximate Retail Value of all prizes \$4,730

Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances beyond its control. If the prize or prize notification is returned as declined, unclaimed or undeliverable to the potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Prize is non-transferable by winner except as specifically provided for in these Official Rules. No substitution or transfer of prize or cash equivalent is permitted except by Sponsor. Winner shall be solely responsible for all federal, state and local taxes, and the reporting consequences thereof, and for any fees or costs associated with the applicable prize. Each winner of a prize valued at \$600 or more will be issued a 1099 Tax Reporting form at the end of the year. Potential winners (and/or parent/legal guardian) will be required to execute an Affidavit of Eligibility, Liability and where legal a Publicity Release and W-9 Tax Payer Identification form (collectively, "Prize Claim Documents".) If a winner fails to return the executed Prize Claim Forms within two (2) days of prize acceptance, the winner will be disqualified and an alternate winner may be selected.

Notices: Prize winner will be notified within two (2) days after drawing date. If a selected Prize winner fails to comply with these Official Rules, cannot be located or reached, has provided an incorrect e-mail or mailing address, is determined to be ineligible, fails to claim the prize within the twenty-four (24) hour time window after being notified, or if any prize Notification or prize is returned as undeliverable, an alternate winner will be selected.

4) CONDITIONS OF PARTICIPATION: Prize will be awarded only if the winner complies with these Official Rules. The winner waives the right to assert as a cost of winning a prize, any and all costs of redemption or travel to redeem said prize, and any liability which might arise from redeeming, or seeking to redeem, or from use, misuse, acceptance or possession of said prize or from participation in prize-related activities. By accepting a prize, the potential winner agrees to release SPONSOR, VAN WAGNER SPORTS AND ENTERTAINMENT, and their respective parent companies, directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to advertising and promotion agencies, (the "**Promotion Entities, and the NFL Entities**") from any and all liability of any kind arising from or in connection with any prize, and acknowledges that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

5) ELIGIBILITY: Participation open to legal U.S residents of the United States and its possessions (excluding Puerto Rico) who are 18 years of age or older at the time of entry. Employees of Sponsor and Judges and their respective parent, subsidiaries, affiliates, and advertising and promotion agencies are ineligible.

6) Privacy: By entering into the Sweepstakes, each entrant agrees to Foot Locker's use of his or her personal information as described in the Website's Privacy Policy and these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

7) Conduct: By entering this Sweepstakes, you agree to be bound by these Official Rules. The Official Rules will be posted at the Website during the Promotion Period. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or Website, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

8) Limitations of Liability: The Promotion Entities and NFL Entities are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions in the Sweepstakes. The Promotion Entities and NFL Entities assume 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 Promotion Entities and NFL Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated before the end date, Sponsor may select winners in a random drawing from all eligible, non-suspect entries received prior to the event giving rise to the termination.

9) WINNERS LIST: Send a self addressed stamped envelope to "Foot Locker Super Bowl Sweepstakes Winner" PO Box 2274 Framingham, MA 01703-2274. Requests must be mailed to be received by 1/26/06. VT residents may omit return postage.

Sponsored by: Foot Locker Retail, Inc.

Game Administration by: VAN WAGNER SPORTS AND ENTERTAINMENT New York, NY

NFL Properties LLC, NFL Ventures, L.P., the National Football League, and its thirty-two member clubs ("Member Clubs") and each of their respective affiliates, subsidiaries and each of their respective officers,

directors, agents, and employees (collectively the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this sweepstakes in any way.

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