

Action Seating, Inc. - TOP 4 AUGUSTA GOLF CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE U.S. (EXCEPT FL AND NY), WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID IN FL AND NY AND WHEREVER PROHIBITED.

Promotion Period: Contest registration is scheduled to begin on **3/6/08 and end on 4/7/08** (the "Registration Period"). The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. This contest is limited to the first 5000 entries. All entries after the end of the registration period and after the limit of 5000 will be included in the contest.

Who May Enter: Contest is open to legal U.S. residents (except FL and NY), who are aged 18 or older as of date of entry and who have a valid driver's license, except the following classes of persons who are not eligible to enter:

- (a) Employees, officers, and directors of Action Seating, Inc. ("Sponsor"), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively "Released Parties") and the members of the immediate families or households of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- (b) Individuals who are unable or unwilling to participate in the grand prize contest.

How to Enter: To enter online, visit www.actionseating.com during the "Registration Period" and click the contest link to connect to the contest registration page. Each entrant must complete and submit the registration page with their name, address, age, phone number, email address and their prediction of the top 4 finishers of the designated professional golf tournament. No mechanically reproduced or automated entries permitted. Online entries must be submitted by **11:59pm EST** on **4/7/08**. Limit one entry per person, per e-mail address.

Maximum of one entry per person or email address. Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections, which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any on-line or text-entry registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

Finalist Selection & Notification: A total of (10) finalists will be randomly selected to participate in the grand prize contest from all eligible entries received. There may be a maximum of one (1) finalist per household. Selected finalists will be notified of their selection by phone. Any selected contestant that cannot be reached by phone after two (2) attempts over a 24-hour period will be disqualified, and an alternate finalist will be randomly selected from all remaining eligible entries and notified per the above procedure.

Any selected finalist that does not meet the eligibility requirements, or does not wish to participate in the grand prize contest event will be disqualified. An alternate finalist will then be randomly selected per the corresponding procedure outlined above, time permitting. Only these (10) selected finalists will be eligible to participate in the grand prize contest. All other entries are disqualified regardless of the accuracy of their top 4 prediction. Decisions of the Administrator are final and binding in all matters relating to this contest.

Grand Prize Contest: In order for a grand prize to be awarded, an eligible finalist must correctly predict the Top 4 finishers of the designated professional golf tournament in the exact order of finish.

Designated Tournament: **Masters PGA Tournament**

Tournament Dates: **April 10 – April 13, 2008**

Tournament Location: **Augusta, GA**

All of the following will apply to each prediction attempt:

- All entries must be complete, clear and legible. Any incomplete or illegible entries will be immediately disqualified and will not be eligible for the grand prize.
- All predictions must include the professional golfer's first and last name for each placement of finish (1st through 4th).
- At the completion of the designated tournament, each Top 4 prediction received from an eligible finalist will be compared to the actual Top 4 finishers of the designated tournament. The grand prize will be awarded to a finalist only if that eligible finalist has correctly submitted a prediction that exactly matches the actual Top 4 finishers of the designated tournament in the exact order of finish.
- In the event of a tie between any professional golfers finishing in the **top (4)** at the completion of the designated professional golf tournament, the following tie-breaking procedure will be used to determine the actual winning order for comparison to an eligible finalist's entry:
 - Lowest round on the final day of the tournament
 - Lowest round on the third day of the tournament
 - Lowest round on the second day of the tournament
 - Lowest round on the first day of the tournament
- The official tournament results and decisions by tournament officials shall be final for the purposes of determining the order of finish in the tournament, and if a winning entry was submitted for this contest. If the order of the actual top 4 finishers of the tournament is changed or altered in any way by disqualification or forfeit of any golfer, the following shall apply:
 - If an eligible contestant correctly predicted the top 4 finishers in the exact order and the disqualification or forfeit of a golfer changes the top 4 order to differ from the contestant's prediction, the entry will NOT qualify as a winning entry and no grand prize will be awarded.

In order for a grand prize to be awarded, an eligible finalist must correctly predict the **Top 4** finishing golfers in the exact order of finish of the designated tournament according to these official rules. In the event that no winning prediction is submitted by an eligible contestant, then the grand prize will not be awarded.

Prize Awards & Delivery: In the event of a successful Top 4 prediction in the designated tournament, the eligible finalist who submitted the winning prediction will be awarded the grand prize, subject to verification and approval. The grand prize is: **\$100,000 Cash.**

In the event of multiple winning predictions, the cash value of the grand prize will be evenly distributed among all eligible finalists who submitted a grand prize winning prediction. Grand prize winner(s) must accept delivery of prize from sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner(s) including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Grand prize winner(s) will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all taxes on prize(s).

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. Total ARV of all prizes: **\$100,000.**

Additional Rules & Restrictions: By participating in this contest, entrants agree to abide by and be bound by the Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this contest. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in contest constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the contest or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold sponsor, and released parties (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability in connection therewith.

Releasees shall not be liable to any winner, entrant or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of New Jersey; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

Odds: The odds of being selected as finalist are dependent upon the number of eligible entries received.

Winners List: For a list of prize winner(s), if any, send a self addressed, stamped envelope to: **Action Seating, Inc. \$100,000 Augusta Golf Challenge** Winner List, 3245 Peachtree Parkway, Suite D-129, Suwanee, GA 30024. Requests must be received by **6/13/08**. Residents of Vermont may exclude return postage. Also the 10 finalist and their **Top 4 predictions** will be listed online at www.actionseating.com.

Contest Sponsor/Administrator: This contest is sponsored by Action Seating, Inc., Peachtree Parkway, Suite D-129, Suwanee, GA 30024.