Dockers "Sports Fan Sweepstakes" Official Sweepstakes Rules

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR TO WIN. A purchase will not increase chances of winning a prize. Open only to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older. Void in Puerto Rico and other U.S. territories and possessions and where prohibited by law.

Sweepstakes Period: The entry period for the Dockers "Sports Fan Sweepstakes" (the "Sweepstakes") begins on May 23, 2010 at 10:00:00 a.m. Eastern Time ("ET") and ends on June 20, 2010 at 11:59:59 p.m. ET (the "Sweepstakes Period").

To Enter: During the Sweepstakes Period, there are three (3) ways to enter. **1) Online:** Visit www.dockerssportsfan.com to enter the Dockers "Sports Fan Sweepstakes" online. At the Sweepstakes registration web page, participants will be required to provide their name, age and complete mailing address. 2)Text Message: You may enter by text messaging from your cellular phone by texting the key word "DOCKERS" to 36105. A text message will be sent back confirming your entry. Message and data rates may apply. 3) Mail-In: Legibly hand-print your name, age and complete mailing address on a 3" x 5" piece of paper, insert the paper into a stamped #10 envelope and mail it to "Dockers Sports Fan Entry" PO Box 11508, Bozeman, MT 59719-1508, postmarked by June 20, 2010 and received by June 27, 2010. Limit one (1) entry per day – regardless of means of entry - during the Sweepstakes Period per person, immediate family, household address, cellular phone number or email address or account. Subsequent entries received on any given day during the Sweepstakes Period from any person, cellular phone number, household address or email address after the first entry received from that person, number, household address or email address on that day will be void. Entries generated by script, macro, agencies or robotic, repetitive, automatic, programmed or other automated means will be void. All entries must be received (or postmarked, in the case of mail-in entries) by 11:59:59 p.m. ET on June 20, 2010 to be eligible.

More on Text Message Entry: You must be a wireless service subscriber with text messaging functionality to enter via this method. Participation in this Sweepstakes via text entry method may not be available through all wireless carriers. Please note that your cellular service provider may charge you standard text messaging charges for each text message you send and receive on your cellular phone in connection with this Sweepstakes. Please consult your cellular service provider regarding their pricing plans. Check your phone capabilities for specific instructions. This Sweepstakes works with most U.S. cellular carriers and requires a two-way text messaging enabled cellular phone.

Conditions of Entry: Entries must be submitted via one of the methods described above. All entries become the property of Levi Strauss & Co. ("Sponsor") and will not be acknowledged or returned. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants agree to release Sponsor, 206, Inc., Cottonwood Enterprises, Kohl's Department Stores, Inc., all prize providers and each of their respective parents, affiliates, subsidiaries, divisions, wholesales, retailers or distributors or advertising and promotion agencies and each of their respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever caused or contributed to by participation in the Sweepstakes, any of the prizes awarded in the Sweepstakes and/or in connection with the awarding, receipt and use or misuse of prize or participation in any travel or prize-related activities, and/or claims based on publicity rights, defamation or invasion of privacy. Released Parties are not responsible for misdirected, late, lost, delayed, inaccurate, damaged, garbled, incomplete, undelivered or stolen entries or text messages, delayed or misdirected entries or text messages or any combination thereof, for whatever reason, for lost, interrupted or unavailable network, wireless service provider, cable, satellite, Internet Service Provider (ISP) or other connections, or for errors, omissions, interruptions, deletions, defects, phone transmissions or delayed transmissions or in operations or transmission of information, in each case whether arising by the way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise and any mechanical, electronic, network, computer, printing, typographical, human or other error relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries or text messages, the cancellation of any game or sporting event, the announcement of prizes or in any Sweepstakes-related materials. Sponsor or Administrator reserve the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor beyond their reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor or Administrator in its sole discretion. In such event, Sponsor or Administrator reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor or Administrator reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Selection of Winners: On or about July 10, 2010, a random drawing will be conducted by Cottonwood Enterprises, Inc., an independent sweepstakes administrator, from among all valid entries received during the Sweepstakes Period, and all decisions shall be final and binding in all respects. Odds of winning a prize depend upon the number of valid entries received. Any potential Grand Prize or First Prize winner who entered online or by mail will be notified by traceable overnight courier on or about July 15, 2010.

Cottonwood Enterprises, Inc. will attempt to notify by phone any potential prize winner who has entered via text message using the number through which the text entry was made, and he/she will be required to provide his/her complete name and mailing address to Sponsor upon notification. If any potential winner fails to respond to the notification and provide his/her name and mailing address information within seventy-two (72) hours of notification, the entrant will be disqualified and an alternate potential winner will be selected. Potential Grand Prize and First Prize winners will be required to sign an Affidavit of Eligibility/Release of Liability/Publicity and Advertising Consent and Release (except where prohibited by law) and such other documents, or provide other information such as a Social Security number, reasonably required by Sponsor. All such documents must be signed and returned within ten (10) days or prize will be forfeited. Grand Prize winner's traveling companion for each of the twelve (12) trips will be required to submit a Release of Liability/Publicity and Advertising Consent and Release prior to travel documents for any monthly trip being issued. Once travel arrangements have been made for any given monthly trip, that portion of the Grand Prize is considered "awarded." Return of any prize notification or prize mailing as undeliverable will result in disgualification. Allow 6-8 weeks for prize delivery. All potential winners are subject to verification before any prize will be awarded. In the event that any potential winner is disqualified for any reason, an alternate winner will be selected in a random drawing from all eligible entries received during the Sweepstakes Period. The Sweepstakes participant is solely responsible for entering the Sweepstakes during the Sweepstakes Period and properly claiming a prize if selected as a winner. The reporting and payment of any tax liabilities (federal. state and local) incurred by a prize winner as a result of this Sweepstakes – if any - and any prizes won are the sole responsibility of the winner.

Prizes: One (1) Grand Prize: Ultimate Sports Fan Prize Package – 12 trips to 12 major sporting events over a 12-month period. The Grand Prize consists of twelve (12) trips for two (2) people – winner and winner's traveling companion – over a twelve (12) month period to attend major sporting events selected by the Sponsor. Sponsor will select twelve (12) different major sporting events – one (1) event per calendar month for twelve (12) consecutive months beginning in October, 2010 - for winner and guest to attend. Each of the twelve (12) trips consists of: roundtrip air travel on Southwest Airlines from closest major airport to winner's residence served by Southwest Airlines on published scheduled service (subject to Southwest Airlines terms and conditions; certain restrictions may apply) to destination airport near the location of the major sporting event selected by Sponsor; 3 day / 2 night room accommodations (one room, double occupancy) at a hotel selected by Sponsor in destination city; two (2) tickets to attend the major sporting event selected by Sponsor. Ticket dates and seat locations for each sporting event will be selected by Sponsor. Grand Prize is non-transferable. Winner and his/her guest must be prepared to travel together on the designated travel dates each month as selected by the Sponsor and to travel on the same itinerary, or prize element will be forfeited and retail value of Grand Prize adjusted accordingly. In the event winner resides within two-hundred-fifty (250) miles of any of the major sporting event(s) selected by the Sponsor, Sponsor reserves the right to substitute air transportation for ground transportation and adjust the retail value of the Grand Prize accordingly. Accommodations and air transportation are SUBJECT TO AVAILABILITY. Certain

travel/lodging restrictions and blackout dates may apply. Approximate retail value of Grand Prize is \$45,000.00. In lieu of the Ultimate Sports Fan Prize Package, Grand Prize winner may elect to receive a cash alternative prize of \$15,000.00. **Ten (10) First Prizes:** Each First Prize consists of five (5) Ubisoft® video games (selected by Sponsor) featuring Prince of Persia The Forgotten Sands[™] and one (1) video game console of winner's choice (maximum retail value of \$300 for game console). Approximate retail value of First Prize is \$550.00. **Twenty-five (25) Second Prizes:** Each Second Prize consists of one (1) pair of Dockers pants. Approximate retail value of each Second Prize is \$32.00. Approximate retail value of all available prizes is \$48,550.00.

Conditions of Participation & Certain Restrictions: Airline for Grand Prize trips chosen at Sponsor's sole discretion. Actual value of Grand Prize may vary depending on timing, point of departure and sporting event destinations. Grand Prize winner is responsible for all expenses and taxes not expressly included in the prize package as described in the paragraph above; including but not limited to meals, ground transportation, merchandise, incidentals, souvenirs and gratuities. No substitution of prizes will be allowed, except by Sponsor in its discretion. Any participant who is notified that he or she has won is a *potential* winner until Sponsor determines, in its sole discretion, that the participant is eligible to win in accordance with these Official Rules.

Eligibility: Sweepstakes open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older on the first day of the Sweepstakes Period. Employees of Levi Strauss & Co., Kohl's Department Stores, Inc., Southwest Airlines Co., Ubisoft and 206, Inc. (collectively, the "Sweepstakes Entities") and each of their respective subsidiaries, affiliates, divisions, advertising and promotion agencies, individuals engaged in the development, production or distribution of materials for this Sweepstakes and the immediate families of each, or persons domiciled in the same household of such employees are not eligible. Sweepstakes is governed by U.S. law and is subject to all federal, state and local laws. By entering the Sweepstakes, participant agrees to be bound by these Official Sweepstakes Rules and the decisions of administrators and Sponsor, which shall be final in all respects. Sweepstakes Entities, and each of their respective affiliates, divisions, subsidiaries, and all liability, claims or damages arising out of the Sweepstakes entrant's participation, and the acceptance and use of any prize.

Privacy: By entering, entrants specifically acknowledge and agree that Sponsor or any of its affiliates, subsidiaries, divisions, wholesales, retailers or distributors or advertising and promotion agencies may utilize information obtained from entrant in order to contact entrant and/or to offer their products or services or for other promotional purposes, including online announcements, and as otherwise permitted in their privacy policies. For further information, please refer to the Privacy Policy at

[http://us.dockers.com/helpdesk/index.jsp?display=safety&subdisplay=privacy&clickid=f ooter_privacy_txt]. By accepting a prize, entrant/winner specifically acknowledges and agrees that Sponsor and/or the Sweepstakes Entities and/or their designees is permitted to use the winner's name, address, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law.

Governing Law: This Sweepstakes and these Official Sweepstakes Rules shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law principles. All actions, proceedings, or litigation relating hereto will be instituted and prosecuted solely within the City and County of San Francisco, California.

Winner's List: For a list of winners, send a stamped, self-addressed envelope to "Dockers Sports Fan Winner's List Request," PO Box 11507, Bozeman, MT 59719-1507 to be received by August 31, 2010.

Sponsor: Levi Strauss & Co: 1155 Battery Street, San Francisco, CA 94111-1203.

Promotion Agency: 206 Inc., 1505 Western Avenue, Suite 500, Seattle, WA 98101.

Administrator: Cottonwood Enterprises, Inc. 3224 Hidden Springs Ln., Bozeman, MT 59715

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