

OFFICIAL RULES & REGULATIONS

1. **HOW TO ENTER: NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The National Christmas Tree Association or NCTA ("Company") Help Santa Find the Perfect Real Christmas Tree Contest ("Contest") begins November 1, 2005 12:00 AM Eastern Standard Time (EST) and ends December 31, 2005 11:59PM EST ("entry period.").

Complete the printed entry form (available at www.realchristmastrees.org) and mail to NCTA, C/O Smith & Harroff, Inc., 99 Canal Center Plaza, Suite 310, Alexandria, VA 22314.

Entrants must complete all data requested on the entry forms. Entries must be complete and be postmarked by 11:59 PM EST on December 31st, 2005. Limit one entry per household. Incomplete entries are void.

Company assumes no responsibility for lost, late, misdirected, illegible or mutilated entries or for any computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site, or other accessibility or availability issues, traffic congestion, or unauthorized human intervention, or any technical malfunctions that may occur.

2. **ELIGIBILITY:** This Contest is open only to legal residents of the U.S., ages 6 through 18 (born 1987 through 1999) that display a Real Christmas Tree (not artificial). Employees of Company, their subsidiaries, affiliates, prize suppliers, and advertising and promotional agencies of Company, and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible. This Contest is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
3. **JUDGING:** Winners will be selected by a judging panel comprised of NCTA members, contractors and spokespersons. By participating, entrants agree to be bound by the Official Rules and the decisions of the judges, which shall be final and binding in all respects. Odds of winning depend on the total number of eligible entries received for each category. All prizes will be awarded. Limit one prize per household. Winners will be announced on February 28th, 2006. Winners will be notified via email, U.S. mail, telephone, and/or by overnight courier.
4. **ENTRY CATEGORIES:** To ensure fairness, entries will be classified and compete within four age categories as follows: Category I - ages 6-9; Category II - ages 10-12; Category III - ages 13-15; Category IV - ages 16-18 (born 1987 through 1999).
5. **PRIZES:** There will be one (1) winner selected for each age category with one major prize (additional prizes may be announced later). The winner in each category will have the option of receiving **either** a trip for four to Orlando, FL that includes roundtrip coach airfare and five nights lodging (approximate retail value of \$5,000) **or** a \$5,000 college scholarship. In addition, the judging panel will select one "Grand Prize" winner from the category winners to receive an additional \$5,000 college scholarship. Additional prizes may be awarded at the discretion of the Company and contest sponsors. Prizes cannot be exchanged for cash, and cannot be used in conjunction with any other promotion.
6. **GENERAL CONDITIONS:** All federal, state, and local taxes, fees and surcharges on prize packages are the sole responsibility of the prize winners. Prize winners may be required to execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within ten (10) days following notification. Failure of any entrant to comply with any Official Rules will result in disqualification and selection of an alternate winner.

All entries become the property of the Company which retains the right to use and publish their legal name, state of residence, written submission and photos both online and in print, or any other media, in connection with the Contest. Acceptance of a prize constitutes permission for Company and their advertising and promotional agencies to use winners' names and likenesses for editorials, advertising and promotional purposes without payment of additional compensation unless prohibited by law. Acceptance of a prize constitutes agreement of winners to appear at one media/promotional event as required by Company and at no expense to winners. By entering, participants release and hold harmless Company, their respective parents, subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with the Contest or any prize won, any misuse or malfunction of any prize awarded, participation in any Contest related activity, or participation in the Contest.

As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in Alexandria, VA, which court shall apply the laws of the state of VA without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the Contest, and participant hereby waives all rights to have damages multiplied or increased.

7. **LIMITATIONS OF LIABILITY:** Company is not responsible for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest, including but not limited to any misprints or typographical errors. Company assumes 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. Company is 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 e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site 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 Contest. If, for any reason, the Contest is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Company which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Company reserves the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

IN NO EVENT WILL COMPANY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND RELATED COMPANIES, ITS ADVERTISING AND PROMOTIONAL AGENCIES, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPANT'S ACCESS TO AND USE OF THE INTERNET SITE <http://www.realchristmastrees.org> OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **LIST OF WINNERS:** For a list of winners, after February 28th, 2006, mail a separate, self-addressed stamped envelope to: National Christmas Tree Association Contest Winners, Attn: Winners List, 99 Canal Center Plaza, Suite 310, Alexandria, VA 22314.