

**2007 BAY TO BREAKERS SWEEPSTAKES
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN.
SWEEPSTAKES VOID WHERE PROHIBITED.**

INTRODUCTION. 2007 BAY TO BREAKERS SWEEPSTAKES (the "Sweepstakes"). Details of the prizes and how to enter the Sweepstakes are contained in these Official Rules.

ELIGIBILITY. The Sweepstakes is open to legal residents of the United States, except Rhode Island, Puerto Rico, Guam, U.S. Virgin Islands, and all other U.S. and foreign territories and possessions, and excluding where otherwise prohibited by law, rule or regulation, who are 18 years or older at the time of entry. Employees of Sponsor and Anschutz Entertainment Group, Inc. or their respective affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners).

TIMING. The Sweepstakes begins at 8:00 am Pacific Time (PT) on March 7, 2007 and ends at 5:00 pm PT on May 1, 2007 (the "Promotion Period").

TO ENTER. There are three ways to enter: automatic registration for 2007 Bay to Breakers, online or by mail. No other methods of entry will be accepted. Limit one entry per person regardless of method of entry.

- 1) **Automatic Entry with your 2007 Bay to Breakers Registration:** You will automatically be entered in the Sweepstakes upon registering as a participant in the 2007 Bay to Breakers 12K race. Registration must occur during the Promotion Period to be eligible. Limit one (1) entry per person.
- 2) **Online Method:** You can enter the Sweepstakes online during the Promotion Period (as defined above), by logging on to <http://www.ingbaytobreakers.com/getaway/getaway.html> and click on the Sweepstakes link on the home page. Limit one (1) entry per person and per valid e-mail address. More than one (1) entry from any person or from any e-mail address will void all entries from that person or e-mail address, as applicable. Any attempt by a person to enter more than once with multiple email accounts or mailings may result in disqualification at the discretion of the Sponsor upon verification of prize winners.
- 2) **Mail-in Method:** If you do not wish to enter online, you may enter the Sweepstakes by printing your name, address, telephone number and email address, on a standard size postcard and mail to: 2007 Bay to Breakers Sweepstakes, c/o Anschutz 12K Company, 714 West Olympic Boulevard, Suite 400, Los Angeles, CA 90015. Attention: Marketing Coordinator. E-mail addresses provided via the Mail-in entry method are subject to Sponsor's Privacy Policy accessible at: http://www.ingbaytobreakers.com/b2b_privacy.html. Mail-in entries must be postmarked by May 1, 2007 and received by Sponsor by May 6, 2007. Mail-in entries become the property of the Sponsor and will not be returned.

Selection of Potential Winner: Winners of the sweepstakes will be selected at random on or about May 6, 2007. Winners will be notified via telephone on or about May 7, 2007. Sponsor's decisions as to all matters related to administration of the Sweepstakes and selection of winners are final. Potential winners must comply with all terms and conditions set forth in these Official Rules, and winning and award of prizes is contingent upon fulfilling all requirements. If a potential winner cannot be contacted within twenty-four (24) hours after the first attempt to contact such potential winner, an alternate entrant will be selected in his or her place at random from all eligible entries received.

Anschutz 12K Company ("Sponsor") and Anschutz Entertainment Group, Inc. are not responsible for lost, late, incomplete, garbled, illegible, or misdirected Sweepstakes entries, or for any error, human, technical or otherwise, which may occur in the processing of Sweepstakes entries. Proof of sending will not be deemed to be proof of receipt. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Participant represents and warrants that their photo submission is an original work made by Participant. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods.

USE OF DATA. Sponsor will be collecting personal data about participants (including, without limitation, name, phone number, mailing address, gender, age e-mail addresses) when they enter the Sweepstakes online or otherwise. Sponsor is entitled to use such personal data contained in all entry forms, on-line or otherwise, in accordance with Sponsor's privacy policy. By participating in the Sweepstakes, entrants hereby agree to all personal information uses and disclaimers as explained in Sponsor's Privacy Policy at http://www.ingbaytobreakers.com/b2b_privacy.html.

AGREEMENT TO OFFICIAL RULES. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and Sponsor's Privacy Policy at <http://www.ingbaytobreakers.com/getaway/getaway.html> and to be contacted by telephone and/or email.

PRIZES:

Grand Prize. One (1) Grand Prize Winner will receive: (i) round-trip coach-class air transportation to San Francisco, California from a U.S. major airport nearest winner's residence (provided such residence is in California) on an airlines to be determined by Sponsor in its sole discretion. Winner and guest must travel on the same itinerary; (ii) two (2) night stay (May 19 - May 20, 2007) at the Hyatt Embarcadero Hotel (standard room, double occupancy); (iii) two (2) gift certificates (one good for Friday, May 19, 2007 and one good for Saturday May 20, 2007) each in the amount of \$100.00 to be used towards dinner for winner and guest at San Francisco area restaurant(s) to be determined by Sponsor in its sole discretion. Restrictions may apply; (iv) backstage passes for winner and guest to Footstock, a post race festival and concert in Golden Gate Park on Sunday, May 20, 2007, to meet the headliner band and (v) one (1) Big 5 gift card in the amount of \$100. Prize package includes ground transportation to and from hotel and airport on May 19 and May 21, 2007. All costs and expenses not specified herein, related to the Prize, including but not limited to transportation costs, meals, taxes (including income taxes) and gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the Winner. Winner's guest must be 18 years of age or older, unless traveling with a parent or guardian. Total approximate retail value of Grand Prize: \$1,570.00.

First Runner Up Prize. One (1) First Runner up will receive: (i) gift certificate in the amount of \$100.00 to be used towards dinner for winner and guest at a San Francisco area restaurant to be determined by Sponsor in its sole discretion. Certificate may be used on Friday, May 19, 2007 or Saturday, May 20, 2007. Restrictions may apply' (ii) VIP tent passes for First Runner up and guest at Footstock, a post race festival and concert in Golden Gate Park on Sunday, May 20, 2007 and (iii) One (1) Big 5 gift card in the amount of \$100. Prize does not include any ground or air transportation or accommodations. Winner's guest must be 18 years of age or older, unless traveling with a parent or guardian. All costs and expenses not specified herein, related to the Prize, including but not limited to transportation costs, lodging, meals, taxes (including income taxes) and gratuities and other expenses incurred by accepting the Prize are the sole responsibility of the winner. Total approximate retail value of First Runner Up Prize: \$200.00.

Second Runner Up Prize: One (1) Second Runner Up shall receive one (1) Big 5 gift card in the amount of \$100.00. Total approximate retail value of Second Runner Up Prize: \$100.00.

The Grand Prize is subject to the following material conditions and restrictions: Grand Prize Winner and guest must be able to travel to San Francisco, CA on dates specified in these Official Rules.

First Runner Up Prize is subject to the following material conditions and restrictions: prize does not include any air or ground transportation, or any accommodations.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sponsors' sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions or cash redemption of prizes are permitted except that Sponsor retains the right to substitute a prize of equal or greater retail value (or at Sponsor's election, the cash value of the applicable prize). Additional restrictions may apply.

All federal, state and local taxes related to the Prizes are the sole responsibility of the Winners. All other expenses and costs, not expressly listed above, including but not limited to any taxes, and any other expenses or costs, not expressly included above, is Winner's sole responsibility. No refunds or credit for changes are allowed. No transfer of the prizes is permitted. Potential winners (and if applicable their guests) must execute and return an Affidavit of Eligibility/Release of Liability, Publicity and W9 within FIVE (5) days of notification. Noncompliance within this time period may result in disqualification, and an alternate winner may be selected. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate winner.

GENERAL CONDITIONS. The Sweepstakes is governed by the laws of the United States and the State of California, excluding conflicts at laws principles. All federal, state and local laws and regulations apply. Sweepstakes is void where prohibited.

Participants in the Sweepstakes and any guest of the Winner hereby consent to the exclusive jurisdiction and venue of California courts (state and federal) in Los Angeles County for any causes or controversies arising out of the Sweepstakes. Each participant and any guest of the Winner waive any and all objectives to jurisdiction and venue in these courts.

Except where prohibited by law, Winner grants to Sponsor and its advertising agencies the right to use and publish Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote Sponsor and the Sweepstakes without additional compensation. Winner agrees that Winner's Guest shall be required to do the same.

By entering, participants release, and indemnify and hold harmless Sponsor and Anschutz Entertainment Group, Inc. and their respective subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in connection with the Sweepstakes participant's submission or receipt or use and/or misuse of any prize.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or any other factor impairs the integrity of the Sweepstakes as determined by Sponsor in its sole discretion.

Online entries are deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Prizes will only be awarded to the authorized account holders.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, the Sponsor reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Sweepstakes, in whole or in part, at any time without notice. In the event of such cancellation, Sponsor reserves the right to award prizes in a random drawing from all eligible entries received before the time of cancellation.

Sponsor in no way promotes illegal acts, and any and all entries, which include or promote illegal acts will be disqualified.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, including <http://www.ingbaytobreakers.com>, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Sweepstakes.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

SPONSOR

Anschutz 12K Company
714 W. Olympic Blvd.; Suite 400
Los Angeles, CA 90015

WINNERS LIST. Sweepstakes results and copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: "2007 Bay to Breakers Sweepstakes", c/o Anschutz 12K Company, 714 West Olympic Boulevard, Suite 400, Los Angeles, CA 90015. Attention: Marketing Coordinator. Results will be available after May 10, 2007. Requests for results must be received by June 30, 2007