



Eastern Propane 2009 Concert Series
Meadowbrook U.S. Cellular Pavilion
Prize Give-Away Official Rules

Eastern Propane Gas, Inc. ("Eastern") is sponsoring a prize give-away contest (the "Contest") in connection with the Eastern Propane 2009 Summer Concert Series at the Meadowbrook U.S. Cellular Pavilion in Gilford, New Hampshire. No purchase from Eastern is necessary to participate in the Contest. Participation in the Contest is void where prohibited by law. Meadowbrook Musical Arts Center is not a sponsor of the Contest or in any manner responsible for the Contest. The Official Rules of the Contest are as follows:

- How to Enter the Contest:** An individual eighteen (18) years or older at the time of entry may enter the Contest by completing an entry form. Entry forms are available only at Eastern's display booth at a concert event (an "Event") which is part of the Eastern Propane 2009 Summer Concert Series (the "Concert Series") at the Meadowbrook U.S. Cellular Pavilion in Gilford, New Hampshire (the "Facility"). Entry forms may only be completed and submitted during such times as Eastern's display booth is open at the Facility for an Event which is part of the Concert Series. Eastern's display booth may not be open for each Event which is part of the Concert Series and may not be open during the entire Event. Entry to the Facility for each Event which is part of the Concert Series is only available to valid ticket holders for such Event. Eastern maintains sole discretion as to when its display booth will be open for any Event. Employees of Eastern and Meadowbrook Musical Arts Center, and their immediate family members, are not eligible to participate in the Contest. All entries become the property of Eastern.
- Prizes:** Each prize in the Contest consists of a Rock Band Special Edition music video game version published by MTV Games (each a "Prize") for one of Playstation 2, Playstation 3, Xbox 360, or Nintendo Wii (the Prize does not include the video game console, only the music video game and those items included therewith as part of the original packaging by the distributor). One (1) Prize will be awarded at each Event which is part of the Concert Series at which Eastern's display booth is open. The winner of each Prize will select the one version (Playstation 2, Playstation 3, Xbox 360, or Nintendo Wii) of the Prize such winner will receive (the selected version of the Prize must be indicated on such winner's entry form). The approximate retail value of each version of the Prize is as follows: Playstation 2 - \$99.99; Playstation 3 - \$139.99; Xbox 360 - \$129.99, and Nintendo Wii - \$229.99 (please note that the retail value of the Prize varies considerably among sellers). Each Prize is delivered unassembled and includes only the manufacturer's standard package and warranty. Eastern will not provide any optional equipment or accessories or any additional warranties.
- Eligibility:** The Contest is open to any individual who is eighteen (18) years or older at the time of entry who completes an entry form at Eastern's display booth at a Concert Series event in Gilford, New Hampshire. Only one (1) entry per individual per Event will be permitted.
- Drawing:** During each Event which is part of the Concert Series at which Eastern's display booth is open, one (1) winner of a Prize will be selected by random drawing from all of the eligible entries received at that Event. If a selected winner is found to be ineligible, has not properly completed the entry form, or cannot or does not comply with these Official Rules, then the winner will be disqualified and an alternate winner will be selected from the pool of eligible entries.
- Winners' Responsibilities:** Entrants in the Contest agree to abide by these Official Rules and by the decisions of Eastern regarding the Contest. All decisions of Eastern regarding the Contest are final.

Winners are solely responsible for reporting and payment of all applicable taxes and any other expenses associated with each Prize, including, but not limited to, sales and income taxes. Each Prize will be delivered to the winner at the address set forth on the entry form for such winner. If any Prize is returned as undeliverable that Prize will be forfeited and no alternative winner will be selected.

6. Substitution or Assignment: No substitution of a Prize is permitted by the winners. Eastern retains the right of substitution of a Prize as it may deem necessary or appropriate in its sole discretion due to unavailability or any other reason, in which case a prize of equal or greater value will be awarded. A Prize is not transferable, assignable, or redeemable for cash.

7. Promotional Use of Contest Winner's Name: Acceptance of a Prize constitutes permission and license for Eastern to print, publish, broadcast and use the winner's name, likeness, picture, voice, address and biographical information for advertising, marketing and publicity purposes without further compensation and without notification, review or approval. This permission and license is both worldwide and in perpetuity and applies to any and all forms of media, whether known or hereafter devised, unless prohibited by law.

8. Disputes: Any disputes arising in connection with the Contest, including disputes regarding the eligibility and identity of each Prize winner, will be resolved by Eastern in its sole discretion. All decisions of Eastern regarding the Contest shall be final and binding on all entrants in the Contest. All rights and obligations relating to the Contest shall be governed by the laws of the State of New Hampshire, without giving effect to any choice of law or conflict of law rules or provisions that could cause the application of the laws of any jurisdiction other than New Hampshire. Any legal action initiated by an entrant in the Contest with respect to or arising in connection with the Contest or a Prize may only be brought in a state or federal court located in the State of New Hampshire.

9. Disclaimers: EACH PRIZE WILL BE PROVIDED BY EASTERN "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Any warranties with respect to each Prize will be solely those of the manufacturer as specifically provided in the manufacturer's documentation included with the Prize. Eastern shall not be liable for losses, damages, or injuries of any kind, including personal injury or death, resulting from acceptance, ownership, or use of any Prize. By accepting a Prize, each winner accepts all risk of ownership and use of the Prize. By accepting a Prize, each winner understands and agrees that use of the Prize involves certain inherent risks. Eastern is not responsible for any Contest entries that are damaged, lost, delayed, forged, tampered with, misdirected, incomplete or otherwise not in compliance with these Official Rules, and such entries will be disqualified. Any individual attempting to defraud Eastern or tamper with the Contest in any way will be disqualified and will be prosecuted to the fullest extent of the law. In the event the Contest is compromised in any way that is beyond the control of Eastern, Eastern reserves the right to withdraw the Contest and either cancel the Contest or award each Prize from among entries received prior to the date of the withdrawal. The terms and conditions of the Contest are subject to change, and the Contest is subject to cancellation, termination or modification by Eastern, without notice.

10. Odds of winning: Odds of winning a Prize are determined by the total number of entries received at the event with respect to which such Prize will be awarded.