

Jackson Mountain Homes Gatlinburg Getaway Sweepstakes

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. Eligibility: Jackson Mountain Homes Gatlinburg Getaway Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States (and the District of Columbia) who are 21 years of age or older at the time of entry. Employees and non-employee workers of Jackson Mountain Homes, Inc., Smoky Mountain Outdoors, Hard Rock Cafe Gatlinburg, and their respective parent companies, subsidiaries, affiliates, agents and those prize providers and agencies that are involved in this Sweepstakes, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. By entering the Sweepstakes, participants agree to release, discharge and hold harmless, Jackson Mountain Homes Inc., The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Sweepstakes is sponsored by Jackson Mountain Homes, Inc., 1662 East Parkway, Gatlinburg, TN 37738.

3. Agreement to Official Rules: By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decision of the Sponsor, which is final and binding in all matters related to the Sweepstakes.

4. Sweepstakes Period: The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET"), March 1, 2011 and ends at 11:59:59 p.m. ET, March 15, 2011 (the "Sweepstakes Period").

5. How to Enter: The Jackson Mountain Homes Gatlinburg Getaway Sweepstakes is a randomized drawing. Participants may enter only once per household over the course of the Sweepstakes. To enter, you must email your first and last name, phone number, and complete address (including street address/PO #, city, state, and zip code) to trip@jacksonmountain.com by 11:59:59 p.m. ET, March 15, 2011. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Entries will be deemed made by authorized account holder of the email address submitted at time of entry. The authorized account holder is deemed as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted email address. If the potentially winning entry is an Internet or other computer entry, the potential winner must provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry.

6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND POTENTIAL SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. Sweepstakes Prize Selection and Verification of Potential Winners: Potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. For the Grand Prize, Sponsor will randomly select the potential Sweepstakes winner on or about March 20, 2011 from all eligible entries received. The potential Sweepstakes winner will be notified by phone or email. The potential Grand Prize winner will be required to sign and return to Sponsor, within 5 days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability and Publicity Release in order to claim his/her prize and to fulfill any such other requirements as determined by Sponsor. If the potential Grand Prize winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period, or if prize is returned as undeliverable, he/she forfeits prize. In the event that a potential Grand Prize winner is disqualified for

any reason, Sponsor will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.

8. Grand Prize: One (1) Grand Prize consisting of a two-bedroom cabin (sleeps up to six people) in Gatlinburg, TN for three days and two nights, six (6) tickets for white water rafting on the Pigeon River with Smoky Mountain Outdoors, and a \$100 gift certificate to the Hard Rock Cafe Gatlinburg, TN. Approximate Retail Value (“ARV”): \$815.

Cabin stay prize will be awarded in the form of one (1) Jackson Mountain Homes Complimentary Two-Bedroom, Two-Night Cabin Rental Certificate. Cabin stay subject to availability and blackout dates. Restrictions, conditions and limitations may apply. Cabin stay, Hard Rock Cafe Gatlinburg Certificate and the Smoky Mountain Outdoor rafting tickets must be redeemed on or before September 1, 2011.

Compensation will not be provided for any unused portions of any prize. Winner and guests are each solely responsible for any and all costs, other than those specifically stated in these Official Rules that may be incurred or arise as a result of being awarded a prize. Such costs may include, but are not limited to all federal, state, local, or other government taxes and fees, travel insurance, any travel costs, and items of a personal nature (i.e. entertainment, service fees, medical services, etc.).

The odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Sweepstakes Period.

Lost, mutilated, or stolen gift certificates will not be replaced. No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute any prize for one of equal or greater value. The Grand Prize winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner will be sent an IRS Federal 1099-MISC tax form for the retail value of any prize at or above \$600.

9. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prize in a random drawing from among all eligible entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sweepstakes, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless Jackson Mountain Homes, Inc., Smoky Mountain Outdoors, Hard Rock Cafe Gatlinburg, and their respective parents, subsidiaries, affiliates, Sweepstakes partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) errors in the administration of the Sweepstakes or the processing of entrants; (d) late, lost, or undeliverable mail; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another Sweepstakes entry; provided that if it is not possible to award another entry for any reason, Sponsor, at its discretion, may elect to hold a random drawing from

among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded.

11. Disputes: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern Tennessee District or the appropriate Tennessee State Court located in Knoxville, TN; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

12. Sweepstakes Results: Winner List requests will only be available after the Sweepstakes end date (listed above). To request the winner list, send a self-address envelope, with applicable U.S. postage affixed, to: Jackson Mountain Homes Gatlinburg Getaway Winner List, P.O. Box 10, Gatlinburg, TN 37738-0110.