

OFFICIAL RULES – MALAYSIA

TIMBERLAND EARTHKEEPERS 2011 PHOTOGRAPHY COMPETITION – OUTDOORS: WHERE RELATIONSHIPS ARE MADE

NO PURCHASE NECESSARY TO ENTER OR WIN.

Promotion begins on May 18, 2011 and ends on June 30, 2011.

1. **ELIGIBILITY:** Promotion is open only to legal residents of Malaysia who are eighteen (18) years of age or older at the time of Promotion registration holding valid identification documents. Employees, officers and directors of The Timberland Company (Asia Pacific) Pte. Ltd., its affiliates and business partners involved in the conduct of Promotion (collectively, “Sponsor”) and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they live) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in Promotion. By entering Promotion, participants agree to indemnify, release, discharge and hold harmless Sponsor, and its affiliates, subsidiaries, retailers, agencies and the respective officers, directors, employees, attorneys, representatives and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in Promotion or any portion thereof, or the acceptance, use/misuse or possession of the prize. By participating (i.e. submitting your entries), you agree to these Official Rules and to the decisions of the judges (Sponsor) whose decisions are final and binding in all respects. The Promotion is void in all jurisdictions where prohibited by law, rule or regulation. All applicable national, state and local laws and regulations apply.

2. **HOW TO ENTER PROMOTION:** There is no limit to the number of entries a person may submit during the length of Promotion. Due to the nature of Promotion, we are unable to anticipate the number of entrants.

Phase 1 - Promotion Entry: This phase of Promotion begins at 0:00 am on May 18, 2011 and ends at 24:00 pm on June 30, 2011 Kuala Lumpur Time. To enter Promotion online, visit Promotion website at www.mytimberland.com.my/photo, complete the online entry form with your true and correct information, agree to the Official Rules of Promotion, upload the file containing your photograph, and click the submit button.

All entries must be submitted by June 30, 2011. The Sponsor may reject any entry which does not adhere to or comply fully with these Official Rules. The Sponsor may also reject any entries if the information provided in the entry form is untrue or incorrect, without the need to publicise or notify the affected participant the reason for rejection. Notwithstanding anything provided otherwise in these Official Rules, if any entry is rejected by the Sponsor, the photographs will not be judged by the judges chosen by the Sponsor in its sole discretion.

Photographs must be submitted in the following format: The photographs must be submitted in JPEG format, no more than 1MB in size and uploaded to the competition microsite at www.mytimberland.com.my/photo. Since winning entries may be considered for publication, pictorial exhibition or other publicity purposes, we require that you retain your file(s) in 254 dpi and at least 6096 pixels by 8382 pixels should they be requested. The submitted photographs

must have been shot no earlier than May 18, 2010. Photographs must be properly oriented (*i.e.*, rotated at least 1,600 pixels wide (landscape) or 1,600 pixels tall (portrait)). Photographs must accurately reflect the subject matter and the scene as it appeared. Digital adjustments are only acceptable if limited to standard optimization such as removal of dust, cropping, or exposure, color and contrast correction, etc. Multiple exposures that have been combined to produce a single image are acceptable but the manipulation must be disclosed at submission. Photos that are digitally altered beyond standard optimization will be disqualified. The photographs submitted for this competition must be the original, unpublished work of the contestant who must possess the sole copyrights to the images. Ownership of photographs taken during the course of the grand prize trip will remain with the winner; however, the Sponsor shall have the right to edit, adapt and publish any or all such photographs, and may use them in any media without further consent from, attribution or compensation to the entrant, his/her successors or assigns, or any other entity. A SUBMISSION CONSTITUTES ENTRANT'S AGREEMENT TO GRANT SPONSOR AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE, SUB-LICENSABLE WORLDWIDE LICENSE TO USE, REPRODUCE, DISTRIBUTE, TRANSFER, COPY, PUBLICISE, ADAPT, MODIFY AND DISPLAY SUCH PHOTOGRAPHS OR ANY DERIVATIVE THEREOF. To enter the promotion and participate in the photography competition, the entrant irrevocably agrees and acknowledges that the Sponsor shall have the right to use the winner's name, portrait or any other personal information in advertisements or related publicity without prior consent. None of the elements in the photo should infringe upon any rights (including personal portrait rights and intellectual property rights over architecture, paintings, sculptures, design and so on) of any third person. Relevant credit will be given to the entrant where possible. All entries submitted become the sole property of Sponsor without compensation to the entrant and will not be returned. All entries must be submitted by June 30, 2011.

Sponsor shall have the right to disqualify any entries that do not meet the foregoing requirements or that it deems to be obscene or otherwise not in good taste, as determined by Sponsor in its sole discretion.

Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to copyrights, trademarks, moral rights, rights of privacy/publicity or other intellectual property rights, and that no other party has any right, title, claim or interest in the photograph. All photographs submitted will be posted on a publicly accessible web site during and following Promotion. Each entrant acknowledges and agrees that his/her photograph will be posted on a publicly accessible web site to be viewed by the public. By submitting a photograph, each entrant represents and warrants that their photograph is original to the entrant and that neither it nor its contents infringes upon or violates the rights of any third party. Any entrant whose work includes likenesses of third parties or contains elements not owned by entrant (such as, but not limited to, company or team logos) must be able to provide legal releases for such use in a form satisfactory to Sponsor or their entry will be disqualified. Sponsor disclaims any and all liability for any infringement of any entrant's rights in any submission caused by any third party. Each entrant agrees to indemnify and hold harmless Sponsor from and against all liability, loss, damage, costs and expenses in relation to any claim or action brought against Sponsor arising out of or in relation to a breach of any of the entrant's warranties herein. Sponsor is not responsible

for late, lost, illegible, incomplete, stolen, garbled or misdirected entries, all of which are void. The photograph must not contain material that: (1) is pornographic, degrading, inappropriate, indecent, obscene, hateful, tortious, defamatory, abusive, slanderous or libelous; (2) promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (3) is unlawful, in violation of or contrary to the laws or regulations in any country, state or district where the photograph is created; and (4) is in violation of social moral principles, or harms the common interests of society, or damages State economic plans or disrupts social economic order. By submitting an entry, entrant agrees to the foregoing and following terms. All submissions, irrespective of whether or not a particular submission complies with the entry requirements, will become the sole property of the Sponsor and the Sponsor shall have the right to edit, adapt and publish any or all of a photograph, and may use it in any media without further consent from, attribution or compensation to the entrant, his/her successors or assigns, or any other entity. A SUBMISSION CONSTITUTES ENTRANT'S AGREEMENT TO GRANT SPONSOR AN IRREVOCABLE, PERPETUAL, ROYALTY-FREE, SUB-LICENSABLE WORLDWIDE LICENSE TO USE, REPRODUCE, DISTRIBUTE, TRANSFER, COPY, PUBLICISE, ADAPT, MODIFY AND DISPLAY THE ENTRY OR ANY DERIVATIVE THEREOF. Electronic entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries that are incomplete, illegible or corrupted are void and will not be accepted. By entering Promotion, entrant recognizes and agrees that all information and personal data provided by (including the name and addresses) will be used for the purposes of identification of the entrant and verification of the entrant's eligibility to participate in the Promotion and may be processed, shared, and otherwise used for other purposes within the context of or otherwise related to the Promotion and may be transferred to any government departments and/or other organisations or agencies authorised to process this information.

Sponsor shall have the right to disqualify any entries that do not meet the foregoing requirements or that it deems to be obscene or otherwise not in good taste, as determined by Sponsor in its sole discretion, without the need to publicise or notify the affected participant the reason for disqualification.

Phase 2 - Winner Selection: This phase of Promotion begins at 0:00 am on July 1, 2011 and ends at 24:00 pm on July 14, 2011 Kuala Lumpur Time. Three (3) winners will be selected by qualified judges, as chosen by Sponsor in its sole discretion, from all eligible entries received. The judging is based on the following criteria: fifty percent (50%) creativity and originality and fifty percent (50%) strength of message. The photographs will be judged based on originality, creativity and relevance to the theme of "Outdoors: Where Relationships Are Made". All images will be judged on a computer screen and/or paper printout. The original digital files (of both the original and manipulated images) of requested entries must be submitted via e-mail within seven days for further review and confirmation when requested, or the entries may be disqualified. All decisions by the Sponsor are final. If the quality of submissions does not meet a reasonable standard, the Sponsor reserves the right not to award any prizes. The results of the competition

will be posted by July 25, 2011 on www.mytimberland.com.my/photo. Winners will also be notified via e-mail. The submission of entries signifies acceptance of these Official Rules.

3. **PROMOTION PRIZES:** The winners will be notified within approximately ten (10) days of the end of Phase 2.

Grand Prize: The grand prize consists of a trip for the winner to Horqin and Jiuzhaigou Valley from August 14, 2011 to August 20, 2011, including flights, meals and accommodations (approximate value MYR11,800), MYR1000 in cash and MYR800 (retail value) Timberland Earthkeepers vouchers. All expenses and incidental travel costs not expressly stated in the prize description above, including but not limited to, ground transportation, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the winner.

Grand Prize Restrictions: The difference, if any, between the approximate retail value and actual value of the prize will not be awarded. Sponsor will not be liable for any inability of winner to comply with these restrictions. If winner cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and an alternate winner may be chosen. Travel must originate from a major airport in the country of the winner. Sponsor will not be liable for any inability of winner to comply with these restrictions or the official rules. All expenses, taxes and gratuities not listed as part of the prize are the winner's responsibility.

Second Prize: The second prize consists of MYR1000 in cash and MYR600 (retail value) Timberland Earthkeepers vouchers. The difference, if any, between the approximate retail value and actual value of the prize will not be awarded. Sponsor will not be liable for any inability of winner to comply with these official rules. All expenses, taxes and gratuities not listed as part of the prize are the winner's responsibility.

Third Prize: The third prize consists of MYR800 in cash and MYR400 (retail value) Timberland Earthkeepers vouchers. The difference, if any, between the approximate retail value and actual value of the prize will not be awarded. Sponsor will not be liable for any inability of winner to comply with these official rules. All expenses, taxes and gratuities not listed as part of the prize are the winner's responsibility.

Additional Prizes: Sponsor may, in its sole and absolute discretion, award additional footwear, apparel, accessories, cash or product voucher prizes to participants (not winning the grand prize, second prize or third prize) based on the quality of such submissions as determined in Phase 2. The value of such additional prizes shall be deemed to be the suggested retail price, actual cost (if not sold at retail) or stated value if cash or redeemable for products.

4. **AWARD OF PRIZES:** Prizes will be awarded by Sponsor only upon verification of potential winners and final approval by Sponsor. No prize substitution, cash equivalent of prize, transfer or assignment of prize permitted, except as approved by Sponsor in its sole discretion.

The potential winners will receive notification that he/she has won and will have forty eight (48) hours from receipt of winning notification to confirm that the notification has been received. If a potential winner of the prize cannot be contacted; is ineligible; fails to claim the prize; if the prize notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to an alternate potential winner. After confirming notification receipt, a potential winner will be sent via registered mail and/or overnight mail an affidavit of eligibility, a compliance and publicity form, a liability release form, W-9 form and a travel companion release form to be completed by the travel companion, if applicable (or substantially equivalent documents), and such other form or document as may be required by the Sponsor for the protection of its rights in relation to these Official Rules. These forms must be completed, signed, notarized and returned to the Sponsor within five (5) days. A potential winner then, and only then, becomes a "winner." Any taxes, fees, or incidental costs including but not limited to income taxes which may arise and be due or asserted on account of the prize may be withheld by the Sponsor in its discretion and shall ultimately be the sole responsibility of a winner. Each winner agrees that receiving the prize grants Sponsor the irrevocable perpetual royalty-free right to print, publish, broadcast, and use universe-wide in any media now known or later developed at any time or times, such winner's name, portrait, picture, voice, likeness, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications without additional compensation, except where prohibited by laws of the relevant jurisdictions. All decisions of the judges and Sponsor shall be binding and final.

5. **RELEASE:** As a condition of entering Promotion, entrant agrees that (1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or the prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees. BY ENTERING PROMOTION, ENTRANTS AGREE TO INDEMNIFY, RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL ACTIONS, COSTS, CLAIMS, DEMANDS, DAMAGE, EXPENSES (INCLUDING WITHOUT LIMITATION THE FEES AND DISBURSEMENTS OF ATTORNEYS, AGENTS AND EXPERT WITNESSES) AND LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF THE PRIZE, OR ANY PRIZE RELATED ACTIVITY. ENTRANTS WAIVE ALL WARRANTIES FROM/BY THE SPONSOR, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Sponsor assumes no responsibility whatsoever for the contents of the submitted entries for the Promotion and any liabilities arising therefrom. If a claim is made against the Sponsor which arises from or is related to the submitted entries, the entrant of the submitted entries undertakes that he/she will provide the Sponsor all necessary assistance as may be required by the Sponsor.

6. **DISCLAIMER:** Sponsor is not responsible for printing or typographical errors in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process, and terminate, suspend, cancel or modify Promotion and award the prize from among all eligible entries received as of the date of termination if for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes beyond the control of Sponsor. Sponsor and its respective officers, directors, agents and employees are not responsible or liable for any events beyond the control of the Sponsor, which may cause Promotion to be stopped, including but not limited to 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, nor are they responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Sponsor may stop you from participating in this Promotion if you ignore these Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer hardware or software malfunction, error or failure, or for any other reason than as stated in the Official Rules, Sponsor reserves the right to award only the prize as stated in the Official Rules.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants, winners and Sponsor shall be governed by, and construed in accordance with, the laws of the country of Singapore. Any action seeking legal or equitable relief arising out of or relating to Promotion or these Official Rules shall be brought only in the courts of the country of Singapore.

8. **TAX INFORMATION:** All national, state, local, and other taxes on the prize are the sole responsibility of the applicable winner.

9. **WINNERS LIST:** To learn who won Promotion, send a self-addressed stamped envelope for receipt by August 31, 2011 to: Winners Request, c/o Cheryl Chang, Timberland Malaysia, Suite 9.01, Level 9, Centrepoint South, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia.

10. **VARIATION:** The Sponsor has the right to cancel, terminate, modify or suspend the Promotion and the right to modify any terms, conditions and rules in these Official Rules unilaterally for any reasons at any time the Sponsor deems fit.

11. **SEVERABILITY:** If any provision of these Official Rules or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of these Official Rules and the application of the said provision to other circumstances shall not be affected thereby, and each and every provision of these Official Rules shall remain in full force and enforceable in such manner and to the greatest extent as the law would allow.

SPONSOR:

The Timberland Company (Asia Pacific) Pte. Ltd.
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Singapore