

Where in the World is Smilin Steve II Contest 2011

***NO PURCHASE NECESSARY**

***PURCHASE WILL NOT ENHANCE ODDS OF WINNING**

ELIGIBILITY:

Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. The Smilin Steve Photo Contest is open to legal residents of the United States and the District of Columbia, residing in the United States and the District of Columbia, who are (a) 18 years of age or older and (b) the parent or legal guardian of a child that is between 0-48 months of age at the time of entering the Contest. Employees, officers, and directors of High Mountain Corp., its parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to win prizes in the Contest. This Contest is offered in the U.S. only and shall only be construed and evaluated according to U.S. law.

GENERAL RULES OF CONTEST:

To enter the Contest, you must register either online or by postal mail, and submit a photograph of a Smilin Steve mask or of a family member wearing a "Smilin Steve" mask in creative/unique/distant locale. There will be 1 grand prize winner, 5 first-runner up prize winners, and possible bonus winners. By registering for the Contest, entrants agree (i) to accept e-mail marketing messages from High Mountain Corp. and its advertising affiliates and (ii) that such act constitutes an inquiry and/or application for purposes of applicable federal and state telemarketing laws, and therefore, we have the right to contact you by telephone for marketing purposes.

HOW TO ENTER:

1. Online: Go online to <http://www.smilinsteve.com/photocontest/> ("Smilin Steve's Website") and complete the registration form. Provide all requested information in the required fields contained in the entry form and submit the entry form. Submitted photographs may not be digitally, or otherwise, altered. Any winning photograph found to be altered will be disqualified from winning. Entrant must be the owner of the photograph, or otherwise have the right to submit the photograph for consideration in the Contest. Online entries will be accepted starting the first day of the contest June 1st, 2011 through the last day of the contest, October 16th, 2011. All entries must be received by 11:59:59 p.m. EST on the last day of contest in order to be eligible to win the Contest.
2. Drop Off: Completed and signed entries can be dropped off at any of Smilin Steve's locations (Rutland, Springfield and Ludlow). Photos must accompany entry forms to be entered into contest.

SELECTION OF FINALISTS AND WINNER:

Each photograph submitted must be approved for posting on Smilin Steve's website by a member of Photo contest committee. Photos may be approved or rejected based on suitability (for example, photos without a Smilin Steve mask will not be entered) for the Contest at the discretion of Smilin Steve. Only those photos approved for posting will be deemed eligible to win the Contest

The winner and any runners up will be notified by phone, email and/or postal mail. The winner will be selected based upon the selection of the Smilin Steve Photo Contest Committee. All results are final.

HOW WE USE DEMOGRAPHIC INFORMATION & AGGREGATE DATA:

We may use demographic information to tailor the Website to the interests of our users. Demographic information or any information will not be shared with any outside third party. The information collected will be strictly used within High Mountain Corp., its affiliates and apparent companies.

LIMITED TIME ONLY:

The Contest begins June 1st, 2011 and will end 11:59:59PM October 16th, 2011.

ODDS OF WINNING:

The odds of winning the Contest are a function of a number of factors including, but not limited to, the number of entries, number of votes cast, number of votes you cause to be cast for your photo, and quality of the photograph.

The winner will be required to sign an Affidavit of Eligibility/Liability and Publicity Release within 30 days of attempted notification. Failure to return these documents in the time specified or the return of the notification marked undeliverable will result in disqualification of the entry and an alternate winner will be selected from among the runners up, until a winner is designated.

PRIZE DESCRIPTION:

The grand prize winner will win a iPad2 (ARV \$500.00). Five (5) first runner up prize winners will receive 1 gift card each valued at \$100.00. Gift cards are not for any specific location or retailer and may differ from the other first runner up winners. Bonus prizes will be given only if bonus challenges are met according to contest rules. Winning photos may appear on the home page of Smilin Steve Website, where potentially thousands of viewers may see the photograph. Entrants waive any and all rights to photographs and give High Mountain Corp. the right to publish same in any medium without compensating entrants.

TAX CONSEQUENCES:

Federal, state and/or local taxes are the responsibility of the Winner. The determination of liability for any federal, state and/or local taxes that may arise out of the entrant's participation in the Contest (including the entrant's receipt of any prizes), and the payment of any such tax liability, shall be the sole responsibility of the entrant. However, should federal, state and/or local law impose any tax reporting or filing obligations on High Mountain Corp. arising out of the entrant's participation in the Contest (including the entrant's receipt of any prizes), the entrant agrees to timely provide High Mountain Corp. with any information that is reasonably necessary for High Mountain Corp. to comply with any such reporting or filing obligations. In addition, should federal, state or local law impose any tax withholding obligation on High Mountain Corp. with respect to entrant's receipt of any prizes, the entrant agrees to such withholding and shall timely provide any information to High Mountain Corp. as may be required for High Mountain Corp. to accomplish such withholding.

SPECIAL TERMS:

High Mountain Corp. reserves the right, in its sole discretion, to reject any photographs. No inappropriate, indecent or obscene photographs may be submitted to High Mountain Corp. for entry into the Contest or submitted for display on Smilin Steve Website. Visitors to Smilin Steve Website may notify High Mountain Corp. through the "Contact Us" button of any photographs or captions that appear to violate these Official Rules. High Mountain Corp. will use its best efforts to exclude any such photographs or captions; however, High Mountain Corp. is not a publisher of the photographs; it is merely providing a forum for the display of these photographs for voting purposes and, therefore, High Mountain Corp. expressly disclaims any and all liability associated with the display of any of the photographs on Smilin Steve Website.

REPRESENTATIONS AND WARRANTIES OF ENTRANT:

Entrant represents and warrants to High Mountain Corp., its affiliates and its advertising sponsors that: (a) he/she is over 18 years of age and a legal resident of the U.S. or the District of Columbia; (b) he/she is the parent or legal guardian of the child in the photograph submitted; (c) he/she has all of the rights and authority necessary to submit the photograph for entry in the Contest in compliance with these Official Rules, including the right to publish the photograph, and the right to grant the Promotion Release set forth hereinbelow; (d) the publication of the photograph will not infringe on the rights of any third party; (e) he/she knows the birth date of the child in the photograph and that said child was no more than 48 months old when the photograph was submitted to High Mountain Corp.; (f) the photograph submitted has not been digitally, or otherwise, altered.

WINNERS LIST:

To receive a list of winners, send a self-addressed stamped envelope to: Rutland Pharmacy, Attn: Smilin Steve's Photo Contest, Winners List, 75 Allen St, Rutland, VT 05701.

PROMOTION RELEASE:

By submitting an entry and participating in the Contest, entrant, for him/herself and on behalf of the Child, irrevocably transfers, grants and assigns to High Mountain Corp., its affiliates and its respective successors, assigns, and licensees, the right worldwide and in perpetuity, to use the name, likeness, image and photographs, including any reproductions of same, in any and all media including, without limitation, use on Smilin Steve Website in connection with the Contest or other promotions and for any advertising or promotional purposes, without additional compensation, and releases High Mountain Corp. and any entity acting on behalf of High Mountain Corp. from any liability with respect thereto.

RELEASE OF LIABILITY:

Entrant, for him/herself, and on behalf of the Child agrees that High Mountain Corp., its affiliates and its employees, officers, directors, shareholders, agents, representatives, its respective successors, assigns, agencies and licensees shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in this Contest or acceptance or use of the Prizes awarded including, without limitation, any claims based on publicity rights, defamation or invasion of privacy. If, for any reason, the Contest or any portion thereof is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of High Mountain Corp., may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, High Mountain Corp. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest or any part of the Contest, and select the winner for the Contest from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by High Mountain Corp..

GENERAL CONDITIONS:

High Mountain Corp., its affiliates and its employees, officers, directors, shareholders, agents, representatives, its respective successors, assigns, agencies and licensees are not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified, or for other problems of any kind, whether mechanical, human or electronic, whatever the cause. Only fully completed entry forms actually received by High Mountain Corp. are eligible for Contest entry. Proof of submission will not be deemed to be proof of receipt by High Mountain Corp.. High Mountain Corp.'s sole responsibility for any irregular entry is replacement with another entry in the Contest. If a potential winning entry is made by Internet, that potential winner may be required to provide High Mountain Corp. with proof that the potential winner is the authorized account holder of the registration information associated with the potential winning entry.

GOVERNING LAW:

These rules shall be interpreted and enforced in accordance with the laws of the State of Vermont, without regard to conflicts of law principles. Any and all actions, proceedings and disputes between the parties, irrespective of place of execution or performance, shall be instituted and resolved in the Courts of the State of Vermont, County of Rutland. Each party consents to the exclusive jurisdiction of the Courts of the State of Vermont, and if federal court is applicable, the Southern District of Vermont.

DISQUALIFICATION:

High Mountain Corp., its legal representatives, affiliates, subsidiaries, parents, agencies and its officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or technical failure, lost online entries, jumbled, scrambled or misdirected transmissions, or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Contest, as solely determined by High Mountain Corp., will be disqualified. If disqualified for any of the above reasons, High Mountain Corp. reserves the right to terminate entrant's eligibility to participate in the Contest.

INDEMNIFICATION:

You agree to release, indemnify and hold High Mountain Corp., its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Promotions and/or the Website; (b) your breach of this Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of High Mountain Corp., its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

LEGAL WARNING:

Any attempt by any individual, whether or not an entrant, to damage, destroy, tamper with or vandalize Smilin Steve Website, or otherwise interfere with the operation of the Contest, is a violation of criminal and civil law and High Mountain Corp. will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.