

VISA VANCOUVER 2010 OLYMPIC WINTER GAMES SWEEPSTAKES
OFFICIAL RULES

1. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.

2. ELIGIBILITY: The *Visa Vancouver 2010 Olympic Winter Games Sweepstakes* ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older as of November 1, 2009. Commercial card eligibility is subject to employer policies regarding sweepstakes participation. Void in Puerto Rico and where prohibited. Employees of the International Olympic Committee ("IOC"), U.S. Olympic Committee ("USOC"), all members of participating national teams and their individual athletes, Visa Inc., Visa U.S.A. Inc. ("Sponsor"), Visa International Service Association, and their respective successors, affiliates, and client financial institutions, prize suppliers, and advertising and promotion agencies, Strobe Promotions, Inc. and each of their respective subsidiaries, affiliates, agents, representatives, officers, directors, shareholders, and employees (collectively, "Releasees"), and each of their immediate family members (spouse, and parents, children, and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, of the above are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes.

3. SWEEPSTAKES TIMING: The Sweepstakes begins at 12:00:00 a.m. Pacific Time ("PT") on November 1, 2009, and ends at 11:59:59 p.m. PT on December 31, 2009 ("Promotional Period").

4. TO ENTER: There are two (2) ways to enter the Sweepstakes during the Promotional Period: **1) Automatic Entry:** An eligible Visa cardholder will automatically receive one (1) Sweepstakes entry for each eligible Visa purchase made within the United States during the Promotional Period. Certain restrictions may apply. Only eligible Visa purchases, or eligible payments made with a Visa card that is not in default under the customer agreement for that account and issued by a participating financial institution in the U.S., processed through Visa U.S.A. Inc.'s transaction-processing system during the Promotional Period are eligible for automatic entry. In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Account adjustment transactions/returns, cash advances, balance transfers, non-U.S.-dollar purchases, Interlink[®]-processed transactions, purchases authorized by entering a PIN (personal identification number), payment of late fees or over-limit fees, and Visa health and benefit cards are excluded from automatic entry. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry. Automatic entries must be made by 11:59:59 p.m. PT on December 31, 2009, in order to be eligible. **2) To enter without purchase or obligation by U.S. Mail:** You may enter the Sweepstakes without purchase via U.S. Mail by hand-printing your name, address, city, state, ZIP code, and

daytime and evening telephone numbers (including area code) on a 3" x 5" card, and mailing, in a #10 envelope with postage affixed, to: Visa Vancouver 2010 Olympic Winter Games Sweepstakes, P.O. Box 923, Bethpage, NY 11714-0923. Each mail-in entry will count as one (1) entry into the drawing. Mail-in entries must be postmarked by December 31, 2009, and received by January 7, 2010, in order to be eligible. Enter as often as you wish; however, each mail-in entry must be mailed in a separate postmarked-and-stamped outer envelope. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate are void. Entries become the property of the Sponsor and will not be acknowledged or returned.

5. DETERMINATION OF WINNERS: Potential winners will be selected in a random drawing on or about January 15, 2010, from among all eligible automatic and mail-in entries received combined. The random drawing will be conducted by Strobe Promotions, Inc., an independent judging organization. Judges' and Sponsor's decisions are final and binding on matters relating to this Sweepstakes. Potential winners will be notified by overnight or U.S. Mail and/or telephone or email on or about January 19, 2010 and will be required to sign an affidavit of eligibility/liability release, a publicity release where legal, and federal and state tax releases, and return these documents, properly executed, via fax, within 48 hours of notification and the original documents within seven (7) days of date of notification via regular mail. Non-compliance within this time frame and/or with these Official Rules; Sponsor's inability to contact potential winner within a reasonable time period; or prize's or prize notification's return as undeliverable will result in such potential winner's disqualification and, at Sponsor's discretion and time permitting, the prize may be awarded to a potential alternate winner.

6. ODDS: Estimated odds of winning the Grand Prize are 1: 4,918,768,561; odds of winning a First Prize are 1: 983,753,712; odds of winning a Second Prize are 1:983,753,711; however, the actual odds of winning a prize depend upon the total number of eligible entries received.

7. PRIZE DESCRIPTION: One (1) Grand Prize: A four (4) day/three (3) night (February 15, 2010 through February 18, 2010) trip for four (4) to Vancouver, Canada to the Vancouver 2010 Olympic Winter Games including roundtrip air transportation (coach) for four (4) from the major U.S. airport nearest winner's home to Vancouver, hotel accommodations (two (2) standard rooms, double occupancy), all ground transportation in Vancouver to/from airport and to/from scheduled events; one Olympic event ticket per day per person (for a total of four (4) per day) (event is at the sole discretion of Sponsor), excluding arrival and departure days; daily breakfasts; and one (1) Visa U.S. Olympic merchandise item for winner only (to be selected by Sponsor); and one (1) \$500 Olympic-themed Visa gift card for winner only. Winner will also receive \$6,658 cash (awarded as a check) that may be used toward the payment of taxes. **Total Approximate Retail Value ("ARV") of the Grand Prize is \$21,658. Five (5) First Prizes: Panasonic High-Definition Blu-Ray Theater featuring a 58" Plasma HDTV and a \$500 Visa gift card, ARV: \$4,200 each. Five (5) Second Prizes: \$500 Visa gift card, ARV: \$500 each. Total ARV of all prizes is \$45,158.** Actual retail value of Grand Prize depends upon the winner's point of departure and existing rates at the time of travel, and any

difference between the stated ARV and the actual value if any, will not be awarded. Grand Prize winner and guests must be able to travel on dates specified by Sponsor or prize will be forfeited and an alternate winner selected at the discretion of the Sponsor. Guests must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless child or legal ward of winner, and will be required to execute and return a travel release prior to issuance of travel documents. If guest(s) is child or legal ward of winner, winner will be required to execute and return such documents on behalf of such child. Travel arrangements will be made through the travel coordinator and on carrier(s) designated by Sponsor. Trip is subject to air/hotel availability and other conditions and restrictions, if provided by prize coordinator/supplier. If the winner lives within 100 miles of destination city, the air transportation portion of that trip will not be awarded and ground transportation will be substituted and no additional compensation or substitution will be provided. Airline and flight times to be selected by air supplier at its sole discretion. One or more stopovers may be required on air transportation. Winner and his/her guests must travel together at the same time on the same itinerary. Air transportation, if applicable, and hotel accommodations must be taken together and cannot be taken separately. **Once trip dates have been booked, no change, extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, gift cards, or similar items once they are in winner's possession or in the possession of any guest.** Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or prize travel documents. Grand Prize winner and guests are responsible for obtaining travel documents including passports as well as travel insurance (and all other forms of insurance), that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. It is the responsibility of the winner and his/her guest to arrive at the designated U.S. airport in time for each flight. In the event that the Vancouver 2010 Olympic Winter Games are cancelled or postponed for any reason whatsoever, no compensation or substitution will be provided for the "event" portion of the trip; however, the balance of the prize will be awarded in full satisfaction of prize award. Seat locations for all events will be determined by Sponsor. Tickets and Visa gift cards are subject to certain terms and conditions as specified by the IOC and USOC and issuer thereon. Grand Prize winner and guests must comply with all venue, stadium, and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. Sponsor reserves the right to remove or deny entry to winner and/or his/her guest(s) who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at any event. Tickets to the 2010 Winter Games, whether awarded as a prize and/or are included as part of a promotion, must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to

time by the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC). Such terms and conditions are contained in the Ticket License Agreement (which can be reviewed at www.vancouver2010.com), on the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of VANOC) and the unauthorized sale of the ticket in excess of face value of the ticket. By accepting tickets as a prize and/or as part of a promotion, the holder is deemed to have accepted all of the applicable terms and conditions. If any part of an event is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided. No substitutions, cash equivalents, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the prize (or portion thereof) with one of equal or greater value, except as otherwise provided herein. All taxes, and any other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of the winner, including, without limitation, all federal, state, and local taxes, additional transportation and meals, gratuities, and souvenirs. Prize may not be transferred or substituted except at the Sponsor's sole discretion. If Grand Prize winner is at least 18 years of age but still considered a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein. Such parent or legal guardian may also be required to accompany minor winner on trip as his/her guest. Any and all guarantees and warranties associated with merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. All prize details are at Sponsor's sole discretion. Limit one prize per person/family/household

8. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of the Sponsor and judges, which are final and binding. By accepting the prize, winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity, and promotional purposes by Sponsor, or party designated by the Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification, or permission, except where prohibited by law. Entrants release and hold harmless Releasees from any claims, actions, injury, loss, or damage of any kind, including but not limited to, personal injury or death, resulting, directly or indirectly, in whole or in part, from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of the prize (including any travel/activity related thereto). This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Entrants agree that Releasees have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express or implied (including but not limited to,

the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

9. GENERAL: Sponsor will collect information from the entrants solely for the purpose of the prize drawing and to notify winner. Sponsor will not share this information with any third party, except as necessary for the administration of the Sweepstakes or winner notification as applicable, nor attempt to contact entrant, unless entrant has agreed to receive further information on Sponsor's products and promotions or for winner notification (if applicable). Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, undelivered, damaged, delayed, garbled, postage-due, or stolen mail, entries, transactions or bill payments; for transactions that are lost, misdirected, or fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic, or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-related materials. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Sweepstakes. In the event of cancellation, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. **Caution: Any attempt by an entrant or any other individual to damage the web site or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law, including criminal prosecution.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate these Official Rules or interfere with this Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate that entrant's eligibility to participate in the Sweepstakes.

10. DISPUTES: Except where prohibited, 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 California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction and venue shall be solely within the State of California.

11. WINNERS' LIST: To obtain the names of winners, available after February 28, 2010, mail a self-addressed stamped envelope by February 28, 2010, to: Visa Vancouver 2010 Olympic Winter Games Sweepstakes Winner, P.O. Box 913, Bethpage, NY 11714-0913.

12. SPONSOR & ADMINISTRATOR: The Sponsor of this Sweepstakes is Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. The administrator of this Sweepstakes is Strobe Promotions, Inc., 535 S. Broadway, Suite 203, Hicksville, NY 11801.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. No entrant has yet won. (1) Grand Prize: A trip for four (4) to the 2010 Olympic Winter Games in Vancouver, Canada. (ARV: \$21,658). **(5) First Prizes: Panasonic High-Definition Blu-Ray Theater featuring a 58" Plasma HDTV and a \$500 Visa gift card, ARV: \$4,200 each. (5) Second Prizes: \$500 Visa gift card, ARV: \$500 each. Total ARV of all prizes \$45,158.**The estimated odds of winning the Grand Prize are 1:4,918,768,561; odds of winning a First Prize are 1:983,753,712; odds of winning a Second Prize are 1:983,753,711; however, the actual odds of winning a prize will depend upon the total number of eligible entries received during the Promotional Period. Automatic entries must be received by 11:59:59 p.m. PT December 31, 2009. Mail-in entries must be postmarked by December 31, 2009 and received by January 7, 2010. Sweepstakes ends 11:59:59 p.m. PT December 31, 2009. See Official Rules above for complete details, including prize restrictions. Sponsored solely by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.