

NEW ERA CAP CONCEPT 59FIFTY
OFFICIAL RULES

NO PURCHASE OF ANY PRODUCT NECESSARY. PURCHASING PRODUCT WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.

By taking part in the NEW ERA CAP CONCEPT 59FIFTY Contest (“CONCEPT 59FIFTY” or “Contest”) hosted by New Era Cap Co., Inc. (“New Era” or “Sponsor”), participants accept and agree to be bound by these official rules (“Rules”) and agree that all decisions of New Era in connection with CONCEPT 59FIFTY are final and binding. These CONCEPT 59FIFTY Rules apply only to this contest and not to any other promotions, contests or sweepstakes sponsored by New Era.

ELIGIBILITY, RESIDENCY AND AGE: NO PURCHASE OF ANY PRODUCT NECESSARY. PURCHASING PRODUCT WILL NOT INCREASE YOUR CHANCES OF WINNING ANY PRIZES. ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. To participate, participants must be: (1) legal residents of the United States, including the District of Columbia (excluding residents of Puerto Rico, U.S. Virgin Islands and U.S. Military Installation in foreign countries and where prohibited by law) and (2) between 18 years of age or older as of July 20, 2009. ONLY INDIVIDUALS will be recognized and accepted as participants, not businesses, companies, stores, partnerships, or other legal business entities. Employees, officers, directors, independent contractors of New Era, New Era’s subsidiaries and affiliates, New Era’s customers, New Era’s suppliers, New Era’s vendors, New Era’s advertising and promotion agencies, and their immediate families (spouses, parents, siblings, children, in-laws, and household members, whether related or not) are not eligible to participate. By taking part in CONCEPT 59FIFTY, participants certify that they are eligible to participate under these Rules.

CONTEST PERIOD: Participants may submit entries as set forth below between 12:00 PM Eastern Standard Time (EST) on August 3, 2009 through 12:00 PM EST on November 3, 2009 (“Contest Period”).

HOW TO ENTER: Participants are asked to create and submit an original design (“Design”) that may be displayed on a New Era 59Fifty cap following the guidelines set forth below and then submit that Design, electronically, along with all the required information, to New Era.

Step 1 – Design A Cap: Designs must be electronically created by either (a) using the online software design tool at <http://www.concept59fifty.com> (the “Site”) or (b) downloading the Adobe Illustrator® and/or Adobe Photoshop® software at the Site using Adobe® and saving the Design as a JPEG file. **ALL DESIGNS MUST BE IN ENGLISH AND MUST COMPLY WITH THE DESIGN RESTRICTIONS SET FORTH BELOW.** New Era reserves the right to alter or change the winning Design to meet cap/headwear production and manufacturing specifications.

Step 2 – Register and Submit the Design Online: After creating the Design as set forth in Step 1, participants must click the upload design link on <http://www.concept59fifty.com> to submit the Design, and then follow the online registration instructions and complete the Online Registration Form. All Online Registration Forms must be filled out completely by the participant with the participant’s name, address, city, state, zip, date of birth, email address, phone number and electronic signature. Sponsor is not responsible for lost, late, illegible, incomplete Online Registration Forms or Online Registration Forms or Designs not received for any reason including but not limited to computer or transmission errors. Incomplete Online Registration Forms or submissions without a Design will be disqualified. **Once submitted, all forms, entries, and Designs become the property of New Era and will not be acknowledged or returned.** Documentation or proof from a Participant that they sent or submitted an Online Registration Form or a Design will not be deemed proof of receipt by Sponsor. If a participant plans to submit multiple Designs for the Contest, participants may create a profile online on the Site and submit the multiple Designs via the participant’s profile. Participants submitting the same Design more than once will have that Design disqualified. The participant is responsible for all costs

associated with designing, submitting and uploading any and all Designs, including but not limited any and all Internet service provider fees or other online charges incurred by the participant.

DESIGN RESTRICTIONS AND REQUIREMENTS: Sponsor reserves the right to and will review each Design and reject any Design in its sole discretion for any purpose or any reason without notifying the participant. Each Design must be the original work of the participant, may not have been previously published, may not have won previous awards, must be in keeping with the Sponsor's brand image and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, and must have been created in a legal and safe manner without any viruses, hidden trojans or other malicious software. If the Design contains any material or elements that are not owned by the participant and/or are subject to the rights of third parties, the participant must and is responsible for obtaining, prior to submission of the Design, any and all written releases and written consents necessary to permit the use and exhibition of the third party material in the Design, including, without limitation, name, likeness and image releases for any person who appears in or is identifiable in the Design (collectively, the "Clearances"). Immediately after submission of the Design into the Contest, the participant must email a scanned image of executed Clearances to the email account help@concept5950.com and label the email and Clearance with the Cap ID # that the participant received for the Design when the participant submitted it the Design into the Contest. By submitting a Design, the participant warrants and represents that they consent to the submission of and all uses of the Design or Designs including but not limited to the display, copying, modifying, editing, and posting of the Design on the Internet or in emails, web blogs, and/or print advertising, in connection with advertising, marketing, promotion and voting of and for the Contest.

Designs MAY NOT include, contain, display any of the following: (1) trademarks, trade names or copyrighted works created or owned by any person or entity other than participant or for which the participant has not obtained the necessary written Clearances; (2) identifiable commercial product brands; (3) clothing or other items bearing designer insignia, logos, or trademarks; (4) the name, likeness or image of any celebrity, living or dead; (5) anything that may be infringing any person's or entity's intellectual property rights; (6) visible phone numbers, website links, street addresses, e-mail addresses, license plate numbers, area codes, zip codes, or air port codes; (7) obscenities, profanities, vulgar language, lewd behavior, or offensive, obscene, or inappropriate content for a general audience; (8) nudity or any sexually explicit depiction; (9) depictions of violence; (10) an illegal act or an unsafe action; (11) gang-related, gang affiliation, gang support, or gang activity; (12) derogatory, disparaging, libelous content about Sponsor, Sponsor's competitors, or any entity or person; (13) discriminatory depictions based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (14) depictions of guns, knives or any other current and/or historic weapons; or (15) any identifiable person for which the Participant has not obtained the necessary written Clearances; or (16) any computer virus, worm or other harmful computer programming or thing. Designs which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify any Design if it believes that the necessary Clearances have not been obtained.

DESIGN OWNERSHIP: Participants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Contest. By entering, participants agree that each Design they submit becomes the sole property of Sponsor and that the Sponsor may use such Design for any proper purpose. Any personally identifiable information collected during the participant's submission of any Designs or Online Registration Forms will be collected by Sponsor and used by Sponsor, Sponsor's Agents and their respective affiliates, and agents for purposes of the proper administration, marketing and fulfillment of CONCEPT 59FIFTY as described in these Official Rules. By submitting a Design, the participant irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns for no compensation, exclusively and in perpetuity, any and all right, title, and interest, worldwide, in and to the Design(s) the participant submits, including, without limitation, any and all copyrights, trademarks, trade dress, likeness, image, contract and licensing rights, moral rights, and other intellectual property and proprietary rights in and to the Design(s), along with the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Design in whole or in part, and to prepare, use, and exploit derivative works or improvements thereof, in all forms and media now or hereafter known, including material in digital and

electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world in Sponsor's sole discretion.

PARTICIPANT'S REPRESENTATIONS: By submitting a Design for this Contest, each participant warrants and represents that participant's Design / Contest Entry (1) does not infringe the intellectual property rights of any third party, (2) does not invade any third party's privacy rights, (3) does not libel or slander any person or entity, (4) does not contain anything that is profane, vulgar, lewd, or otherwise obscene or inappropriate for a general audience, (5) has not been published in any medium, and (6) is original and has not won any other award. An original is the product of one's own mind and is not a copy or imitation.

SELECTING THE CONCEPT 59FIFTY CONTEST WINNERS: Within three (3) business days after a participant submits a Design via the Site and completes the Online Entry, New Era will review the Design to determine if it violates the restrictions set forth herein and/or complies with the Design guidelines set forth herein. If the Design complies with the guidelines, it will then become available online <http://www.concept59ffity.com> for the public ("Fans") to view, evaluate and rate. Fans will rate on the Designs using a star scale of 1-5. Each individual rating will be deemed a "Fan Rating". Fans may rate multiple Designs, however may only rate one particular Design once per day. The Fan Rating period for the Designs will run from date a Design is submitted throughout the Contest Period. At the close of the Contest Period, each Design will receive a final ranking ("Ranking") based on a combination of the number of Fan Ratings cast for a Design and the Design's aggregate 1-5 star score. The Ranking will count for 25% of the final Design score ("Final Design Score"). After the Contest Period closes, a panel of independent judges selected solely by Sponsor will also judge the Designs ("Judges' Score") and the Judges' Score will count for 75% of the Final Design Score. Judging will be based on: originality, creativity, overall style of the Design, production possibilities, timeliness, and anticipated popularity of the Design. Decisions of CONCEPT 59FIFTY judges and New Era are final and binding. The Ranking and Judges' Score will be combined to create the Final Design Score for Designs. The Designs with the eight (8) highest overall Final Design Scores will be the prize winners. New Era is not responsible for any error associated with the tallying of any Fan Ratings, the Ranking, the Judges' Score or the Final Design Scores.

NOTIFICATION TO WINNERS: Winners will be notified by email and/or phone within two (2) weeks after the close of the Contest Period. If a winner cannot be reached OR in the event a potential winner does not accept any prize or fails to comply with these Rules, the prize will be forfeited. Upon prize forfeiture, no compensation will be given.

PRIZES: Chances of winning will depend upon the number of Designs submitted for entry into the Contest, the Ranking and the judges' votes. **GRAND PRIZES:** One (1) grand prize will be awarded. The grand prize will include (1) the winning Design depicted on New Era branded headwear that will be manufactured and sold in New Era retail stores and online at <http://www.neweracap.com>, (2) 10 pieces of New Era branded headwear depicting the winning Design (with an approximate retail value of \$350), and (3) a \$1000 gift card to use on merchandise on New Era's website www.neweracap.com. The total value for the Grand Prize is estimated to be approximately \$1350. **FIRST PRIZES:** Two (2) first place prizes will be awarded. The first place prize winners will receive \$500 New Era gift card to be used on New Era's website, www.neweracap.com and a New Era accessories pack including a Recap® Kit and Cap Brush (estimated retail value of prize \$545). **SECOND PRIZES:** Five (5) second place prizes will be awarded. The second place prize winners will receive \$100 New Era gift cards to be used on New Era's website, www.neweracap.com (estimated retail value \$100).

Winners are responsible for all federal, state, local and/or other applicable taxes and/or fees associated with the prizes, if there are any. Prizes are non-transferable, cannot be substituted for another prize, cannot be sold and cannot be redeemed for cash from Sponsor. Sponsor reserves the right to substitute any prize for another prize of equal or greater value in the event a prize is unavailable. Limit one prize per person.

RECEIPT OF PRIZES AND WINNER AFFIDAVITS: All winners will be required to sign an Affidavit of Eligibility, Assignment, Liability & Publicity Release ("Affidavit") verifying New Era's right to use their name, likeness and image for promotional purposes, and ownership of the winning Design. If for any reason a winner fails to

properly complete or return an Affidavit or fails to comply with any terms in these Rules, then at the discretion of New Era, the winner may be disqualified and forfeit the prize. New Era may, in its sole discretion, decline to accept an Affidavit if it is not signed by the same person who signed the Online Registration Form. Except as limited by the law, acceptance of any prizes will constitute each winner's consent to the use of their name, likeness and/or image for advertising or promotion by New Era and assignment of ownership in the Design without additional compensation.

GENERAL RELEASE: By entering CONCEPT 59Fifty, participant hereby waives, releases and indemnifies New Era, and each of its parents, subsidiaries, affiliates, directors, officers, employees, representatives, partners, agents, and independent contractors from any and all liability whatsoever for any claims, causes of action, costs, injuries, losses or damages of any kind arising out of or in connection with CONCEPT 59FIFTY or with the acceptance, possession or use of any prize, including without limitation, claims, costs, injuries, losses or damages related to injuries, personal injuries, sickness, accident, emotional injuries, death, loss of enjoyment or damages related to loss or destruction of property, rights of publicity, privacy, defamation or portrayal in a false light or any other harm or loss of any nature whatsoever caused by, contributed to, or arising out of or associated with any prize awarded in the Contest including any negligence of the Sponsor or third parties. If any dispute, claim, or cause of action is filed against Sponsor they shall be done so individually without resort to any form of class action. In the event the release set forth herein shall be deemed by a Court of competent jurisdiction to be insufficient, any claims, judgments and awards of any Court shall be limited to actual out-of-pocket costs incurred by the participant, and not include attorneys' fees, punitive, incidental or consequential damages or any right to have any damages multiplied or otherwise increased.

CONTEST INTERRUPTION: If for any reason, this Contest, in Sponsor's sole opinion, is not capable of running as planned due to infection by computer virus, computer failure, bugs, tampering, unauthorized intervention, fraud, technical failures, natural disaster, governmental interruption, or any other causes beyond the control of the Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the prize using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Online Registration Form and/or Designs. The Sponsor is not 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 or delay of any submission to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to a participant's computer system which is occasioned by participating in CONCEPT 59FIFTY or by downloading any information necessary to participate in the Contest. Sponsor also is not responsible for any incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in CONCEPT 59FIFTY or by any technical or human error which may occur in the processing the submissions in the Contest.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

JURISDICTION FOR DISPUTES: Any dispute or claim arising out of participation in CONCEPT 59FIFTY, or any disputes which arise as a result of the use of the Site, shall be governed by the laws of the State of New York, without respect to conflicts of laws principles. Any such claim shall be brought and maintained in the federal or state courts of the State of New York in the County of Erie. The terms of the Official Rules are severable, and if any provisions of the Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision.

WINNER'S LIST: To obtain a list of winners, send a self-addressed, stamped envelope to: Attn: CONCEPT 59FIFTY, New Era Cap Co., Inc., 160 Delaware Avenue, Buffalo, New York 14202 postmarked and received by New Era by October 31, 2009, or go online to view the list at <http://www.concept59fifty.com>.

SPONSORS: CONCEPT 59FIFTY is sponsored by New Era Cap Co., Inc., 160 Delaware Avenue, Buffalo, New York 14202. New Era's decisions regarding the selection of winners and all other aspects of CONCEPT 59FIFTY will be final and binding. New Era will not be responsible for typographical, printing or other inadvertent errors in these Rules or in other materials relating to CONCEPT 59FIFTY, including but not limited to website accessibility. To obtain an additional copy of these Rules, go to: <http://www.concept59fifty.com>

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