

Contest Rules for Sliders Cup

1. **ELIGIBILITY** Contest is offered only in the United States and its territories to legal United States residents at least 18 years old. Employees and directors, officers, of KSL II Management Operations, LLC, KSL Rancho Mirage, LLC or KSL LC Management II, LLC, and Resort ownership entity, its affiliates, and subsidiary companies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of their same households (whether related or not) of such employees and directors are not eligible. By entering, you agree to these Official Rules and the decisions of KSL II Management Operations, LLC. which are final and binding in all respects.

2. **PROMOTIONAL PERIOD** Promotional period begins on June 18, 2009 at 6:00 a.m. Pacific Standard Time (PST), and ends on September 7, 2009 at 11:59:59 p.m. PST ("Promotional Period"). Beginning with the month of June, 2009, throughout the Promotional Period there will be one winner per month (beginning 12:00 a.m. PST on 1st day of each month and ending 4:59:59 a.m. PST on the first day of the following month, except ending on September 7, 2009 at 11:59:59 p.m. for the last month of the Promotional Period) consisting of one per month. The Grand Prize winner shall notified on September 8, 2009 via email or telephone.

3. Slide Rules and Regulations:

- Read and obey all posted signs.
- Obey all instructions given by the Attendants and operators.
- No person should bring glass, cigarettes or food into the water slide area.
- Any person under the influence of alcohol or drugs will not be permitted in the park.
- Pregnant women and persons with heart conditions or back trouble should not use the slides.
- Ride at your own risk.
- Maximum operational load 1 person, 300 lbs (136 kg).
- **Children under 48 inches tall (1.22 m) are not permitted on this ride. (Rancho Las Palmas sliders 42")**
- Eyeglasses must be securely affixed to riders with head straps.
- Swim wear with exposed zippers, buckles, rivets or metal ornamentation are not permitted.
- Only one rider to enter the flume at a time. Single Riders only!
- Never form chains.

- Slide must be ridden feet first lying on your back with legs firmly crossed at the ankles and arms folded across the chest (to prevent elbows contacting the flume).
- Riders must wait for the Attendants start signal before starting the ride.
- Do not uncross your legs or attempt to sit up until you come to a stop in the shutdown lane or pool.
- Do not run, dive, stand, kneel, rotate or stop in the slide.
- At the end of the slide, obey all instructions by Attendant and exit quickly.

4. **ENTRY** There is one way entering, by participating in person at either La Costa Resort & Spa or Rancho Las Palmas Resort & Spa (" collectively the "Sponsors") as a registered guest or active Club Member during the posted times. No mail in entries will be accepted. Unless otherwise advised on the Web site, any other attempt at Internet or email entry is void. There is no limit to the number of entries per person. A minimum of two individual entries per month must be received for contest to be valid.

5. **DRAWING** In the event of a tie for any or all weekly, monthly and Grand Prize winners, the final winner for that period shall be selected by random drawing from all eligible entries received for that week, month overall time frame of the contest and will be reviewed by the company's legal counsel. All non-winning entries will become the property of KSL II Management Operations, LLC and its affiliates and may be used as the company see fit for marketing, publicity or sale. All monthly winners carry over to the next month for the grand prize. Grand prize will not be announced before September 8, 09. Winners will be contacted via e-mail and/or via phone.

6. **PRIZE/ODDS** No purchase necessary. Winner must be 18 years of age or have legal guardian's written permission to accept prize. Contest void in states where contest is not valid or allowed. Winner must accept all terms and conditions of prize to qualify. Contest open to general public. Any prize award during the contest has no cash value and can not be exchanged for any reason or value. The winner agrees to release KSL II Management Operations, LLC. Its subsidiaries, management and likewise of any legal connection to the prize. KSL II Management Operations, LLC., its subsidiaries, management and likewise are not responsible for any accidents caused or arising out of the Contest. Management has the right to exchange the Grand Prize, Daily, Weekly Prize or Monthly Prize for any reason with another Prize. Winner must take Grand Prize Vacation within 30 days. On the 31st day after the drawing the Grand Prize Vacation will be given away to the next random name drawn from all eligible entries. Odds of winning in any drawing depend on the number of

eligible entries received for that drawing. No assignment, transfer or substitution of prize is permitted. Taxes are the sole responsibility of winner.

7. GENERAL CONDITIONS Void where prohibited. Winners must execute and return an Affidavit of Eligibility, a Liability Release, and where lawful, Publicity Release within 5 days of notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, may result in disqualification with an alternate winner selected. Where permitted by law, winner (and in those instances when interim drawings have taken place, potential winners who have been selected in the interim drawings) agrees to grant to Sponsor, KSL II Management Operations, LLC., and its licensees, affiliates and assigns, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected; and while not obligated to do so, Sponsor may in its sole discretion, bare such reasonable costs and expenses which Sponsor, in its sole discretion, deems appropriate for winners or potential winners to appear for a presentation or other activity. Further, by accepting a prize, each winner agrees to release and hold harmless Sponsor, KSL II Management Operations, LLC., its affiliates, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any contest related activity, or participation in this contest. Void where prohibited. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or Web site; to be in violation of the Terms of Service of the Web site, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be

the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Sponsor will prosecute any fraudulent activities to the full extent of the law.

8. LIMITATIONS OF LIABILITY Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Web site users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the Contest and 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 the Web site. Sponsor is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Web site. If, for any reason, the Contest is not capable of running as planned by reason, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest . IN NO EVENT WILL SPONSOR, KSL II MANAGEMENT OPERATIONS, LLC., ITS LICENSEES, AND OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THIS INTERNET SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. DISPUTES As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively, before a

court located in the County of Riverside having competent jurisdiction, which Court shall apply the laws of the State of California without regard for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.

10. **WINNERS LIST** Winners list will be displayed online within 48 hours of prize announcement. Winners list can also be obtained by writing and sending a SASE to: KSL II Management Operations, LLC. Contest Winners List – Sliders Cup at 50-905 Agenda Bermudas, La Quinta California 92253.