

Interstate Batteries Performance Warranty Survey Official Rules

OPEN TO ALL AUTHORIZED INTERSTATE BATTERIES AUTOMOTIVE DEALERS IN THE UNITED STATES, THE DISTRICT OF COLUMBIA AND CANADA.

VOID WHERE PROHIBITED BY LAW.

Interstate Batteries "Performance Warranty Survey" Contest is sponsored by Distribution Marketing, Inc. ("Sponsor"), 12770 Merit Drive, Dallas, TX 75251.

1. **CONTEST PERIOD.** Interstate Batteries "Performance Warranty Survey" Contest ("Contest") consists of a contest that starts on March 26, 2012 at 12:00 AM Eastern Time ("ET") and ends on May 4, 2012 at 11:59:59 PM ET ("Contest Period"). The Sponsor's computer is the official Contest Period clock.
2. **ELIGIBILITY.** This Contest is offered only to legal residents in the United States, District of Columbia and Canada, who are authorized Interstate Batteries automotive dealers. Employees of Sponsor, their respective parent companies, affiliates, subsidiaries, and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each ("Sponsor & Others") are not eligible to enter or win. All federal, state and local laws and regulations apply. Void where prohibited by law. Participation constitutes Dealer's full and unconditional agreement to these Official Rules as well as Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning an award is contingent upon fulfilling all requirements set forth herein.
3. **HOW TO ENTER.** During the Contest Period, an eligible Dealer must fill out the survey at interstatedealers.com. By being an authorized Interstate Batteries Dealer and satisfying the one entry requirement, the Dealer will receive entry into the Contest.

By entering, each Dealer agrees to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. **WEEKLY CONTEST DRAWING:** Beginning on or about March 30, 2012, Sponsor will randomly draw twenty five (25) potential Weekly Award Winners weekly from amongst all eligible Dealer entries received during the Contest period. The weekly drawings will continue for six weeks ending May 4. On or about May 4, 2012 Sponsor will randomly draw one (1) potential Grand Prize Award Winner from amongst all eligible Dealer entries received during the Contest Period. The Weekly Award Winners will be considered the "potential" Award Winners, and will be subject to verification of eligibility and compliance with these Official Rules.
5. **AWARDS, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE OF THE AWARDS.**
 - A. **Grand Prize (1):** One (1) Grand Prize Award Winner will receive \$10,000 cash

No more than One (1) Grand Prize will be awarded as stated above. Federal, state and local taxes, are the sole responsibility of Grand Prize Winner.

- B. Weekly Awards (150):** One hundred fifty (150) Weekly Award Winners will each receive one (1) \$100 gift card. Approximate Retail Value of all of the Weekly Awards is \$15,000. All Weekly Awards will be awarded provided there are a sufficient number of eligible Weekly Award Winners. Awards that are unclaimed, unredeemed or returned as undeliverable will not be awarded. No more than one hundred fifty (150) Awards will be awarded as stated above. Limit one (1) Weekly Award per person or authorized Interstate Batteries Dealer throughout the Contest Period. Winning a Weekly Award will not disqualify an Entrant from winning a Grand Prize. Federal, state and local taxes, if any, are the sole responsibility of the Weekly Award Winner.

- C. Odds of Winning:** The odds of winning a Grand Prize, and/or Weekly Award depend on the total number of eligible Dealers participating during the Contest Period.

- D. Total Approximate Retail Value of all awards in this Contest is \$25,000.**

- F.** In the event of any potential winner's non-compliance with these Official Rules, award will be automatically forfeited. The right to receive an award is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute award of equal or greater value in case of unavailability of award or force majeure.

6. HOW TO CLAIM AN AWARD, AFFIDAVITS AND RELEASES: The Sponsor will contact the potential Grand Prize Award Winner by e-mail, telephone or in-person with instructions on how to claim the Grand Prize. If a potential Grand Prize Award Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the Grand Prize, or Sponsor is unable to contact a potential Grand Prize Award Winner within ten (10) days of the date that the Grand Prize is awarded, the Grand Prize will be forfeited and, in the Sponsor's sole discretion, the Grand Prize may or may not be awarded to an alternate Grand Prize Award Winner. The potential Grand Prize Award Winner may be required to furnish proof of identification. Before being declared a Grand Prize Award Winner, the potential Grand Prize Award Winner will be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgment form within ten (10) days from the date it is postmarked as having been sent by the Sponsor or its representative, or the Grand Prize may (in Sponsor's sole discretion) be forfeited and, in Sponsor's sole discretion, awarded to an alternate Grand Prize Award Winner selected at random from the pool of eligible Entrants.

Sponsors & Others shall not be responsible for delays in delivery of the Grand Prize, and delivery of the Grand Prize is subject to availability. Sponsor, however, shall use all reasonable efforts, subject to availability, to deliver the Grand Prize expeditiously after receipt of the Affidavit of Eligibility/Liability & Publicity Release. The Grand Prize Winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified delivery site as set forth above.

The Sponsor will contact each potential Weekly Award Winner by email, telephone or in-person. The communication will inform the potential Weekly Award Winner regarding where to claim his/her prize. If a potential Weekly Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept an Award, or Sponsor is unable to contact a potential Weekly Award Winner within ten (10) days of the date that the Weekly Award is awarded, the Weekly Award will be forfeited and, in the Sponsor's sole discretion, the Weekly Award may or may not be awarded to an alternate Weekly Award Winner selected at random from the pool of eligible Entrants.

7. LIMITATION OF LIABILITY: Sponsors & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsors & Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsors & Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Contest and/or accepting the Prizes. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry into the Contest, the Entrant's sole remedy is to request another entry in the appropriate drawing. If, for any reason, the Contest is not capable of running as planned, Sponsors reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of Winners, in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. **ALL WINNERS ACKNOWLEDGE THAT AWARDS ARE AWARDED AS-IS. SPONSORS & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, NONINFRINGEMENT AS REGARDS TO THE AWARDS OR ANY COMPONENTS OF THE AWARDS. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.**

Sponsors & Others shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By entering the Contest, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsors which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Sponsor & Others in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Sponsors & Others and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the Entrant's entry, participation or inability to participate in the Contest, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical

errors in these Official Rules or any Contest materials, (d) acceptance, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of an award (or any component thereof), (e) any change in the award (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsors' control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Sponsors & Others' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Websites or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Sponsors & Others or by an Entrant, (j) interruption or inability to access the Contest, the Website or any other Contest-related web pages, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sponsors & Others, or any of their agents or employees, (o) lost, stolen, damaged, delayed, or misdirected baggage, (q) lost, late, stolen, misdirected, damaged or destroyed awards (or any element thereof),(r) the collection, use and/or sharing of Entrant's personally identifiable information by Sponsor or its designees or (s) the negligence or willful misconduct by Entrant.

8. DISPUTES. THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DALLAS COUNTY, TEXAS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DALLAS COUNTY, TEXAS. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

9. PRIVACY POLICY. Any personally identifiable information collected during an Entrant's participation in this Contest will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as

stated at http://www.interstatebatteries.com/cs_eStore/ContentNet/privacy.aspx and any opt-ins Entrant may have agreed to during the survey process.

- 10. PUBLICITY RIGHTS.** By entering into the Contest and/or accepting an Award, Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL.** By entering this Contest, participants agree to abide by and accept these Official Rules throughout the Contest Period and the decisions of Sponsor, which shall be final and binding in all matters relating to this Contest. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that due to technical, typographical, mechanical or other errors, there are more potential Award Winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the Award Winners. All federal, state and local laws and regulations apply. Sponsor reserves the right in its sole discretion to cancel, terminate, modify, this contest and proceed in a manner it deems fair and reasonable, including the selection of Winners from among all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** Void in all jurisdictions except those specifically included herein, and wherever restricted or prohibited by law. Federal, state and local taxes, if any, are the sole responsibility of winner.
- 12. WINNER'S LIST.** Any person wishing to receive a list of Award Winners should print his/her name and address on a 3"x 5" card and mail it in an envelope with appropriate postage to: Winners List, Interstate Batteries "Performance Warranty Survey" Sweepstakes, 12770 Merit Drive, Dallas, TX 75251. Requests must be received by May 30, 2012. Vermont residents may omit return postage for Winner's List requests.

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