

PERQ, LLC
OFFICIAL SWEEPSTAKES RULES & ELIGIBILITY

- 1. ELIGIBILITY:** The PERQ, LLC Sweepstakes (the "Sweepstakes") as sponsored by the company listed on the official game piece (the "Dealer") and with payment to prize recipients of the Sweepstakes being made by Big Bang Promotions, LLC, an Indiana limited liability company ("Big Bang Promotions") is open only to individuals who: (i) are legal residents of the fifty (50) United States and the District of Columbia and (ii) are eighteen years of age or older at the time of entry. Employees or contractors of PERQ, LLC ("PERQ"), the Dealer or Big Bang Promotions or any of their respective affiliate companies, subsidiaries, agents, distributors, wholesalers, retailers, or advertising and promotional agencies, as well as the spouse, parents, siblings, children and household members of any such employee or contractor, are not eligible to participate in the Sweepstakes. No purchase is necessary to participate in the Sweepstakes, and any purchase will not increase your chances of success. There is no requirement to test drive any automobile or attend any sales presentation to be eligible to receive prizes or participate in the Sweepstakes. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void outside of the U.S. and where prohibited by law.
- 2. AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes your full and unconditional agreement to and acceptance of these Official Sweepstakes Rules and & Eligibility ("Official Rules") and the decisions of Big Bang Promotions, which are final and binding. Winning is contingent upon fulfilling all requirements set forth herein in a timely manner.
- 3. ENTRY PERIOD:** The Sweepstakes coverage begins on the first day of the sale and ends on the last day of the sale.
- 4. HOW TO ENTER:** During the Entry Period, bring the Sweepstakes entry piece you received in the mail (the "Game Piece") into the participating location as indicated on the Game Piece (the "Participating Location") and scan the barcode found on your Game Piece into the Marketvision™ kiosk located at the Participating Location.

Any attempted entry by any means except as permitted in these Official Rules is void. The Group will not be responsible for lost, late, incomplete, stolen, misdirected, undelivered, delayed, inaccurate, mutilated or illegible Game Pieces or for any computer, network, satellite, electronic or Marketvision™ kiosk hardware or software malfunctions or failures. Any and all copied, mutilated and/or altered Game Pieces shall be voided. All Game Pieces submitted as entries become the property of the Sweepstakes.

- 5. SELECTION OF WINNERS:** For the \$100,000 sweepstakes promotion, the Marketvision™ kiosk will randomly determine Sweepstakes winners at the time of entry. Communication to a contestant that his or her Game Piece is a winning Game Piece prior to contestant scanning the barcode on his or her Game Piece into the Marketvision™ kiosk at the Participating Location is strictly prohibited and any such communication shall void such Game Piece. In the case of an individual sweepstakes, Big Bang Promotions will pre-

determine a winner. After the sale, the name and address of the winner will be made available if needed.

- 6. REQUIREMENTS OF A POTENTIAL WINNER:** Except where prohibited, potential winners shall present to the Sweepstakes Group within the Entry Period the winning Game Piece and a valid form of state identification and shall be required to complete and return an affidavit of eligibility (the "Affidavit"), including, but not limited to, a declaration of compliance with these Official Rules and a comprehensive liability waiver and publicity release within ten (10) days of the date Big Bang Promotions is notified of such potential winner. Big Bang Promotions and PERQ must be notified immediately and in no event more than one (1) business day after the Sweepstakes has ended. Such liability waivers will prevent you and your successors from bringing a lawsuit or other action against any released party, including, without limitation, PERQ, the Dealer and Big Bang Promotions and each of their subsidiaries, affiliates, and third party service providers, and will prevent you from recovering money damages or other legal relief from any released party. By participating in the Sweepstakes, you agree that the Dealer and Big Bang Promotions and each of their subsidiaries and affiliates and each of their representatives, employees, agents and contractors have the right to use, review, assess, evaluate and verify your entry, publicly or otherwise, in any manner they elect.
- 7. PRIZES:** The following prizes are available for award to Sweepstakes contestants, however, such availability does not guarantee that any of the prizes listed will be won in the Sweepstakes. Prizes not won in the Sweepstakes will remain the property of Big Bang Promotions. The Dealer and Big Bang Promotions reserve the right to issue cash retail value of any non-cash prize in lieu of such non-cash prize.
- One \$100,000 Prize
 - One \$10,000 Prize
 - One \$1,000 Prize
 - Up to 4 more prizes valued at \$500
 - Up to 4 instant win prizes may
 - Up to 3 default prizes (premiums)
 - Premiums and Instant Win Prizes are identified as guaranteed prizes that are purchased separately by the dealer

All prizes shall be awarded within thirty (30) days of receipt and verification of contestant as a qualified prize winner. Big Bang Promotions reserves the right to pay the \$100,000 prize in increments of \$20,000 per year for five (5) years if so permitted by state law.

- **Individual sweepstakes are customized for each client with one grand prize of \$25,000 and total value of prizes being no greater than \$35,000. Maximum of 8 prizes.**

- 8. GENERAL CONDITIONS:** Big Bang Promotions reserves the right to cancel, suspend, and/or modify the Sweepstakes if any fraud, virus or other technical problem corrupts the administration and/or security of the Sweepstakes, as determined by Big Bang Promotions, in its sole and absolute discretion. Big Bang Promotions reserves the right, in its sole and absolute discretion, to disqualify any individual it finds to be tampering with the operation of the Sweepstakes or to be acting in violation of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Big Bang Promotions reserves the right to seek damages from any such person to the fullest extent permitted by law. Big Bang Promotion's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any entry, the legal resident of the mail address to where the Game Piece was mailed will be deemed to be the entrant. All activity arising out of and relating to the Sweepstakes is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with Big Bang Promotions concerning verification and/or auditing. All references to an entrant's status as a "winner" are subject to Big Bang Promotions verification and/or auditing. If verification activity or an audit evidences non-compliance of an entry or entrant with the Official Rules as determined by Big Bang Promotions in its sole and absolute discretion, Big Bang Promotions reserves the right to disqualify the entrant and remove the entry from the Sweepstakes at any time.
- 9. PUBLICITY:** Except where prohibited, by participating in the Sweepstakes and regardless of whether you are a winner, you grant the Dealer and Big Bang Promotions and each of their subsidiaries, affiliates, and licensees an exclusive, irrevocable license to use, alter adapt, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize and otherwise exploit your entry, including your name, signature, video, likeness, photograph(s), as well as additional photographs, video footage or other images that the Dealer and Big Bang Promotions may take of you if you are the winner, in whole or in part, in any manner and for whatever purpose the Dealer and Big Bang Promotions shall elect, in any and all languages, and in any and all media now known or hereinafter developed, including, but not limited to, website, television, radio and/or printed materials, worldwide in perpetuity, without further compensation, notification or permission. You shall not claim or be entitled to receive any compensation or credit for such use.
- 10. PRIVACY:** All personal information submitted by you as part of the Sweepstakes will be treated in accordance with PERQ's Privacy Policy (accessible from PERQ Website), except as otherwise described in these Official Rules and the Sweepstakes materials. By participating in the Sweepstakes, you acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, will be shared with the Dealer and Big Bang Promotions' agents, representatives, and other third parties involved in the execution, administration, or hosting of the Sweepstakes, and may be further publicized as described above or sold to third parties. In the event of any conflict between these Official Rules and the terms of the PERQ's Privacy Policy, these Official Rules shall govern.

11. LIMITATIONS OF LIABILITY; DISCLAIMERS/RELEASE: The Released Parties (as defined below) are not responsible for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Sweepstakes; (c) technical failures of any kind, including, but not limited to, electronic or mechanical malfunctioning of any network, hardware or software; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) lost, delayed, misdirected, or undeliverable mail; or (f) any injury or damage to persons or property including, but not limited to, death, which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt of any prize.

THE SWEEPSTAKES GROUP AND EACH OF THEIR SUBSIDIARIES, AFFILIATES, AGENTS, AND DISTRIBUTORS, RETAILERS, AND ALL OF THEIR RESPECTIVE ADVERTISING AND PROMOTIONAL AGENCIES, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZES. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE SWEEPSTAKES OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE SWEEPSTAKES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

BY ENTERING THE SWEEPSTAKES AND/OR ACCEPTING A PRIZE, YOU AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY RELATED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF PRIZES, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY, USE BY A RELEASED PARTY OF ANY ENTRY, PARTICIPATION IN THE SWEEPSTAKES, OR ANY OTHER CLAIM OR CAUSE OF ACTION YOU MAY HAVE AGAINST A RELEASED PARTY.

12. **DISPUTES:** Big Bang Promotions reserves the right to make all decisions in its sole and absolute discretion arising out of or relating to the Sweepstakes, and the decisions by Big Bang Promotions are final and binding on all matters relating to the Sweepstakes. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Indiana; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Dealer and Big Bang Promotions in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Indiana. By participating in the Sweepstakes, you agree that Indiana will be the exclusive forum for any formal dispute resolution.