

# **BALKAMP POLARIS RANGER CREW 800 EPS GIVEAWAY PROMOTION**

## **Official Rules**

### **NO PURCHASE NECESSARY TO ENTER OR TO WIN A PRIZE.**

**Promotion open to all NAPA AUTO PARTS store owners and/or managers in the Continental U.S. only.**

Promotion begins on September 1, 2011 and ends on September 30, 2011.

This promotion is sponsored by Balkamp. The promotion is governed by these official rules. By participating in this promotion, each entrant agrees to these official rules, including all eligibility requirements, and understands that the results of the drawing are final in all respects. The promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law. The odds of winning depend solely on the number of eligible entries received.

**PROMOTION PERIOD:** This promotion will begin at 12:00 a.m. EST on September 1, 2011 and will end at 11:59 p.m. EST on September 30, 2011. All entries must be post marked during this promotional period. The drawing will occur within one month following the end of the promotion.

**ELIGIBILITY:** This promotion is open to all NAPA AUTO PARTS store owners and/or managers who, at the time of entry, are United States residents eighteen (18) years or older or of the age of majority in their respective places of residence, whichever is greater. Balkamp has the right to verify the eligibility of any entrant.

**HOW TO ENTER:** No purchase is necessary to enter or to win a prize. A purchase will not increase your chances of winning. Limit: one (1) entry per person. The chances of winning for those who enter without making purchases are the same as the chances for those who make purchases. To enter the drawing, please complete the entry form including all required fields. Mail form to: RSM Judging, Attn: Balkamp, PO BOX 481976, Charlotte, NC 28269. **Mailed entries not post marked by September 30, 2011 will not be eligible.** All entries and prize claims are subject to verification. The use of any automated system to submit entries is prohibited. Balkamp takes no responsibility for, and will not consider, any lost, late, stolen, incomplete, garbled, misdirected or inaccurate entries, or entries not accurately received.

Receipt of entries will not be acknowledged, nor will proof of submission of an entry form be deemed proof of receipt. Balkamp has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Balkamp is not responsible for lost, late, unintelligible, incomplete, invalid, garbled or misdirected entries, which will be disqualified, whatever the cause. Neither mass entries nor use of any automated system to submit entries or solicit referral entries is prohibited and will result in disqualification.

**PRIZE:** Within one month following the promotion period, Balkamp shall award one prize consisting of a 2011 Polaris Ranger Crew EPS Turbo UTV, with an approximate retail value of \$14,920. The prize is non-transferable except by permission of Balkamp. No substitution or cash equivalent of the prize is permitted; however, Balkamp reserves the right to substitute all or part of the prize with another of equal or greater value. Balkamp is not responsible for unavailability of the prize. The winner will receive his or

her prize as soon as possible after the time a completed release form is received by Balkamp from the winner. The prize winner will be responsible for all applicable taxes. The odds of winning a prize are based on the number of eligible entries received.

All expenses and incidental costs and taxes, which may be associated with the prize, are the responsibility solely of winner. **THE PRIZE WINNER WILL BE REQUIRED TO SIGN A LIABILITY RELEASE FORM PRIOR TO ISSUANCE OF THE PRIZE.** Balkamp reserves the right to substitute the prize for one of equal or greater value should the prize or any portion of it become unavailable for any reason. However, no substitution or cash equivalent will be made unless Balkamp, in its sole discretion, determines otherwise. **ALL PROPER REGISTRATION PLUS FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER AND WILL BE BASED ON THE ACTUAL RETAIL VALUE OF THE PRIZE.**

**WINNER SELECTION:** The prize winner will be determined by a random drawing from all eligible entries received during the entry period by an independent judging organization. The decision of the judges will be final and binding. The drawing will take place within one month following the end of the promotion period. The entrant selected to win the prize will be notified by phone, fax, or email within thirty (30) days following the drawing. The potential winner will be required to return a release form and, if applicable, an IRS-W9 form within fourteen (14) days following notification. In the event any of the foregoing forms are not completed and received within that time, Balkamp reserves the right to choose an alternate winner by random selection. If a potential winner cannot be contacted after two (2) attempts, using contact information provided by that potential winner, or if the prize notification is returned as undeliverable, that potential winner shall forfeit the prize and an alternative winner may be selected, time permitting. The potential winner must comply with these official rules in order to be confirmed the winner of a prize. If a potential winner fails to comply with these official rules, that potential winner may be disqualified and an alternative winner may be selected by Balkamp from all eligible entries.

**ADDITIONAL LIMITATIONS:** The prize is non-transferable and must be accepted as awarded. No substitution or cash equivalent of the prize is permitted; however, Balkamp reserves the right to substitute a prize with another prize of equal or greater value. Should any potential prize winner fail to complete and deliver all required documents or if prize notification cannot be made or is returned as undeliverable, the potential winner will be disqualified, and the prize will be forfeited. All entries become the property of Balkamp and will not be returned. Any attempt to damage the content or operation of this promotion is unlawful and shall be subject to potential legal action. Balkamp reserves the right to terminate, withdraw or amend this promotion for any reason without notice, including, without limitation, if Balkamp suspects tampering has occurred. By entering, you agree to indemnify, release, and hold harmless Balkamp and employees, officers, directors, representatives and agents of Balkamp and its affiliates and advertising and promotional agencies from any liability, damages, losses, or injury resulting in whole or in part, directly or indirectly, from your participation in this promotion and the acceptance of any prize. Winner agrees that Balkamp, its officers and employees, parent or affiliates will have no liability whatsoever for, and will be held harmless against any liability for any injuries, losses, accidents, delays, inconveniences, irregularities, or damages of any kind whether arising under contract, warranty, or tort

(including negligence) or any other theory of liability, to persons or property resulting in whole or in part, directly or indirectly from acceptance, possession, misuse, or use of the prize.

**PRIVACY AND USE OF INFORMATION:** Any entry information collected in connection with entry into this drawing shall be used in a manner consistent with these official rules. Prize fulfillment in connection with this promotion may be administered by a third-party service provider. Personal information provided by entrants may be shared by Balkamp with that provider and other service providers in the administration of this promotion, selection of prize winners, and fulfillment and verification of prize awards. By entering the drawing, you consent to use of entry information for those purposes and for all other purposes set forth in these official rules.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:**

BY ACCEPTING THE PRIZE, WINNER AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE PROMOTION ENTITIES, AND THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, VENDORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUPPLIERS AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE WINNER'S PARTICIPATION IN THE PROMOTION AND THE ACCEPTANCE OR USE OF THE PRIZE. BALKAMP DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF ANY PRIZE.

**PUBLICITY:** By accepting a prize, you grant Balkamp and those acting under its authority permission to use your name, likeness, voice and comments for advertising and publicity purposes, without payment of additional consideration, except where prohibited by law.

**GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of entrants and Balkamp in connection with this promotion, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to that state's choice of law or conflict of law rules of provisions. Any disputes, claims, and causes of action arising out of, or connected with, this promotion or the prize awarded under it, shall be resolved individually, without resort to any form of class action, exclusively in the state or federal courts in Cobb County, Georgia; any claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs. Entrants shall not be entitled to receive, and each entrant waives all rights to claim, any punitive, incidental and consequential damages, and any other damages, other than out-of-pocket costs.

**INTELLECTUAL PROPERTY:** This promotion and all related documentation and content are the property of Balkamp. The copying or unauthorized use of any copyright-protected materials, trademarks, or any other intellectual property without the express written consent of its owner is strictly prohibited.

**WHO WON:** The name of the prize winner will be posted at [www.balkamp.com](http://www.balkamp.com) on or before December 1, 2011.

By entering the drawing, you agree to the terms and conditions of these official rules.

[NOTE: ONLY WINNER SIGNS THE RELEASE FORM, AFTER GETTING  
NOTICE THAT HE OR SHE IS THE POTENTIAL WINNER:]

Release Form

By signing this release form:

- A. You are certifying that you are eighteen years of age or older or of the age majority in your place of residence, whichever is greater, and that you are a legal resident of the United States.
- B. You agree that Balkamp and its agencies may use your name, voice and likeness in connection with your prize award for purposes of advertising and trade, without further compensation, unless prohibited by law.
- C. You acknowledge that you are responsible for any applicable Federal, State, and local taxes and expenses not covered by the voucher.
- D. You accept the terms of the official rules as part of the agreement between you and us.
- E. Without limitation, you hereby release us and the parties referenced in the official rules under "Indemnification and Limitation of Liability" as set forth in that section of the official rules.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

In order to accept the prize, you must complete this release and return it to:  
RSM Judging, Attn: Balkamp, PO BOX 481976, Charlotte, NC 28269