

2013 Team E3 Racing Promotion – E3 Spark Plugs Facebook Promotion

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. PROMOTIONAL PERIOD:

The “2013 Team E3 Racing Promotion” (the "Promotion") begins on December 1, 2012 at 8:00:01 A.M. Eastern Daylight Time ("EDT") and ends on January 31, 2013 at 11:59:59 P.M. EDT (the "Promotion Period").

2. SPONSOR:

E3 Spark Plugs: PO Box 3673, Ponte Vedra, FL 32004 ("Sponsor")

3. ELIGIBILITY:

The Promotion is open only to residents of the forty-eight (48) contiguous continental United States, the District of Columbia and Canada who are eighteen (18) years of age or older at the time of entry. Officers, directors and employees of Sponsor, E3 Spark Plugs, and each of their respective parents, subsidiaries, affiliates, distributors, advertising and promotion agencies and prize suppliers (such individuals and entities collectively, the "Promotion Entities"), and the immediate family members of and/or people living in the same household as any such officers, directors or employees are NOT eligible to enter the Promotion or win a prize. This Promotion is void where prohibited and subject to all applicable federal, state, and local laws and regulations.

4. HOW TO ENTER THE E3 SPARK PLUGS Team E3 Racing Promotion:

Enter the Promotion by going to <https://www.facebook.com/E3SparkPlugsFanPage> (the "E3 Facebook Page") during the Promotion Period, reading these Official Rules and following the online instructions to enter.

Limit: One (1) entry per person and/or race team and/or valid e-mail address. All entries must be received by the end of the Promotion Period in order to participate. The E3 Facebook Page's database clock will be the official time keeper for this Promotion. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the E3 Facebook Page is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Promotion will be used in accordance with Sponsor's privacy policy as described below. Multiple entrants are not permitted to share the same email address or registration profile. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, profiles, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Entry must be made by the entrant, only at the E3 Facebook Page. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to create the profile will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted

address. The potential winner(s) may be required to show proof of being the authorized account holder. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

5. WINNER DETERMINATION AND VERIFICATION:

Sponsor will select twelve (12) potential Promotion Tier One winners, twelve (12) Tier Two winners from all eligible entries received during the Promotion Period on or around January 31, 2013. The potential winners will be notified by mail, email or phone using the contact information provided at the time of entry. If the potential winner(s) cannot be contacted, he/she will be disqualified and will forfeit the prize in its entirety. The potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that the potential winner(s) is disqualified for any reason, the prize will be forfeited and may remain unawarded.

6. PRIZES/ODDS:

Twelve (12) Tier One Prizes are available, consisting of the following: \$500 cash award for sponsorship of the race team during the 2013 race season, (16) E3 spark plugs, and race apparel (consisting of up to (6) Team E3 Race tee shirts and up to (6) E3 hats); twelve (12) Tier Two Prizes are available, consisting of the following: (16) E3 spark plugs, and race apparel (consisting of up to (6) Team E3 Race tee shirts and up to (6) E3 hats.

Value of the total prizes is approximately \$9000.00 USD.

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of the prizes will be delivered only to an address in the contiguous Continental United States and mailed three (3) to six (6) weeks following verification of eligibility.

Actual odds of winning depend on the number of eligible entries received.

7. GENERAL PRIZE CONDITIONS:

Prizes will be awarded only if the potential prize winner(s) fully comply with these Official Rules. All portions of the prize are non-assignable and non-transferable. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. The prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. With respect to non-cash prizes, it may be necessary under the US Internal Revenue Code and/or the Florida Revenue and Taxation Code or other applicable tax law (as determined by Sponsor in its sole discretion) for the applicable prize winner to pay the amount of any tax before receiving the prize.

CONDITIONS OF ENTRY:

The Promotion Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. RELEASE:

Except where prohibited, acceptance of a prize constitutes winner's permission for the Promotion Entities to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant's parent or legal guardian) agree that Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

9. GENERAL CONDITIONS:

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. LIMITATION OF LIABILITY:

The Promotion Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) late, lost, undeliverable, damaged or stolen mail. No more than the stated number of prizes will be awarded.

11. DISPUTES:

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Florida or the appropriate Florida State Court. (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

12. ENTRANT'S PERSONAL INFORMATION:

Information collected from entrants is subject to Sponsor's [Privacy Policy](#)

13. WINNER'S LIST/OFFICIAL RULES:

For the winner's list, send an email with subject line: "2013 Team E3 Racing/Facebook Promotion" no later than February 15, 2013 to corporate@e3sparkplugs.com. These Official Rules will be posted on the E3 Facebook Page during the Promotion Period.

“2013 Team E3 Racing Facebook Promotion”

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