

## **Best-One Tire presents...**

### **FRONT-LINE SUPERHERO OF THE WEEK!**

Official Rules:

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

Administrator, Sponsor & Prize Provider: Pfaff Tire & Auto Inc.

360 South Deerfield Road Pontiac, IL 61764

1. Acceptance of Rules. By entering the "Front-Line Superhero of the Week" sweepstakes, you hereby accept and agree to these official rules (the "Official Rules") and the decisions of the Administrator, whose decisions are final.

2. Eligibility. Open to persons who are: (a) legal residents of the United States; (b) at least 18 years old at the date of entry and (c) a registered Facebook user. There is no cost to participate. Sweepstakes is not part of any partnership with Facebook, and that it is entirely independent of the social network. Employees and the immediate family members **Best-One Tire & Service** and their parents, affiliated and subsidiary companies, advertising and promotion agencies and legal and financial advisors are not eligible to participate. For purpose of the foregoing, "Immediate Family" means parents, spouses, children, siblings or any members of the same households of such employees and directors.

3. Entering: Wednesday 4/22, 4/29 and 5/6. We'll announce different essential categories as part of our "Front-Line Superhero of the Week" Facebook post. Nominate a family member/friend who is an essential worker within those categories.

#### FRONT-LINE SUPERHERO CATEGORIES:

- April 22nd
  - Truck Drivers/Delivery Drivers (includes food delivery drivers)
  - Grocery Store Staff/Farmers/Restaurant Staff
- April 29th
  - First Responders (includes EMT, Paramedics & Firefighters)
  - Law Enforcement
- May 6th
  - Healthcare Workers/Medical Professionals (includes doctors, nurses, all hospital staff, pharmacists & therapists)
  - Retirement Communities/Nursing Home/Long-term Care Facilities Staff

To nominate a Front-Line Superhero:

1. Remember to Like/Follow our Facebook page in order to receive winner notifications
2. Upload a picture of your superhero in the comments section to our Wed, "Front-Line Superhero of the Week" post - provide their first name, their job title and consider tagging them in the post so they know you think they are a superhero
3. LIKE & SHARE the post w/ family & friends, and ask them to vote for your nominated superhero's picture
4. One entry per nominated superhero will be permitted
5. The superhero picture with the most Likes by 9am the following Monday (4/27, 5/4 and 5/11) will be announced as the winner of ONE YEAR of Free Oil Changes. Winner will be announced via Facebook on each Monday, with the winner needing to email the administrator within 24 hours.

4. Promotion Period. Begins April 22, 2020 at 10:00 a.m. and ends at 9:00 a.m. on May 11, 2020 (the "Promotion Period").

**5. Prizes. Three (3) grand prizes (the "Prizes"). Each Prize consists of three (3) Valvoline or Reladyne oil change gift certificates each with an approximate retail value ("ARV") of Fifty Dollars (US\$50.00). Total ARV of all Prizes to be awarded is four hundred fifty dollars (US\$450.00).**

6. Prize Restrictions. Certain terms and restrictions may apply on Prizes and will be furnished upon Prize claim. No assignment, transfer, conversion to cash or cash redemption or substitution of the Prize is permitted, except Administrator reserves the right to substitute the Prize with a prize of comparable or greater value, should a Prize or part of the Prize become unavailable. Prize is solely for personal use and may not be used in conjunction with any other promotion. All Prize details are at the sole discretion of **Best-One Tire & Service**

7. Odds/Drawings/Winner Notification. Odds of winning a Prize depends on the number of eligible entries received during the Promotion Period. If a potential Winner cannot be reached after a reasonable effort has been made during one (1) business day from the first notification attempt, such person may be disqualified, with an alternate Winner selected in accordance with these Official Rules. Administrator will only select up to one (1) alternate per Prize. If no contact has been made with the alternates after a reasonable effort has been made during one (1) business day, such Prize shall not be awarded.

8. Prize Taxes. All federal, state, local and other tax liabilities arising from this sweepstakes, including, without limitation, winning a Prize, will be the sole responsibility of each Winner.

9. Affidavit of Eligibility/Liability Release and Publicity Release. Winner(s) may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "Release Forms"), as well as a W-9 tax form within five (5) days of notification of winning. Failure to return Release Forms timely, or if Prize notification(s) or a Prize is returned as non-deliverable, or if a Winner is found not to be eligible or not in

compliance with these Official Rules, may result in disqualification with an alternate Winner selected in accordance with these Official Rules.

10. **Publicity Release Terms.** Except where prohibited by law, the Winner's acceptance of a Prize constitutes permission for **Best-One Tire & Service** to use Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

11. **Improper Conduct.** Administrator, in its sole discretion, may disqualify any entrant from participation in or use of any or all portions of this sweepstakes, and refuse to award the Prize(s), if Winner(s) engage(s) in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the sweepstakes or detrimental to other entrants of the sweepstakes. Such improper conduct includes, without limitation, falsifying personal information required during entrant registration or Prize claim, violating any term or condition stated herein, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use entrant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this sweepstakes. Winners agree that Administrator may void a Prize or any part of a Prize that Winner may have won and/or require the return of a Prize or any part of Prize that Winner may have won as a result of such improper conduct. Winner further acknowledges that any forfeiture of a Prize and/or return of a Prize shall in no way prevent Administrator from pursuing other avenues of recourse, such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE SWEEPSTAKES ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

12. **Integrity of Sweepstakes.** If, for any reason, the sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this sweepstakes, Administrator reserves the right at its sole discretion to cancel, terminate, modify or suspend this sweepstakes and select the Winners from entries received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

13. **Lost or Corrupted Entries.** **Best-One Tire & Service** and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage-due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. **Best-One Tire & Service** and their parents, affiliated and subsidiary companies and advertising

and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking or by any of the equipment or programming associated with or utilized in this sweepstakes, 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 sweepstakes.

14. Damaged Property. **Best-One Tire & Service** and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any entrants or to any other person's computer or property related to or resulting from participating in this sweepstakes or downloading materials from this sweepstakes.

15. Errors. **Best-One Tire & Service** and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with errors and/or ambiguity: (a) in the sweepstakes; (b) in any related advertising or promotions of this sweepstakes; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrator reserves the right to modify these Official Rules for clarification purposes or to correct any such ambiguity(s) or error(s) without materially affecting the terms and conditions of the sweepstakes.

16. Prizes and Winners. **Best-One Tire & Service** and their parents, affiliated and subsidiary companies and advertising and promotion agencies, assume no liability and are not responsible for, and you/entrant hereby forever waive any rights to any claim in connection with, the selection and announcement of the Winners, the distribution of the Prizes, the acceptance/possession and/or use/misuse of any part of a Prize and/or any injury or damage to any entrant's or third person's property related to or resulting from any part of a Prize or any part of this sweepstakes.

17. Release and Indemnity. Each entrant in this sweepstakes, including, without limitation, the Winners, hereby releases and agrees to hold harmless **Best-One Tire & Service** and their parents, 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 this sweepstakes and participation in any activity related to this sweepstakes.

18. Limitation of Liability. IN NO EVENT WILL **Best-One Tire & Service**, 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 THE SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SWEEPSTAKES.

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.

19. Disclaimer of Warranties. THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

20. Identity Disputes. In the event of a dispute as to the identity of a winner based on a Facebook account, the winning entry will be declared made by the Authorized Account Holder of the Facebook account submitted at time of entry. For purposes of these Official Rules, "Authorized Account Holder" is defined as the natural person who is assigned to a Facebook account.

21. Binding Arbitration. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this sweepstakes. Any controversy or claim, arising out of, or relating to, these Official Rules and/or this sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State and City the Best-One Tire store is located and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

22. Governing Law and Jurisdiction. This sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Administrator in connection with this sweepstakes, shall be governed by, and construed in accordance with, the laws of the State and City the Best-One Tire store is located without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration, as set forth in Section 21 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in State and City the Best-One Tire store is located

23. Winners List/Official Rules. For the names of the Prize Winners, send a self-addressed stamped envelope for receipt by May 12, 2020 to "Front-Line Superhero of the Week" c/o Nikki Phillips, Best-One Tire, 5319 Illinois Road, Fort Wayne, IN 46804. For Official Rules, send a self-addressed stamped envelope to the above address.