

Huntersville Ford's First Annual "Drive for Excellence"

Huntersville Ford is proud to announce our First Annual **"Drive For Excellence."** This is an incentive based program targeting high school juniors and seniors in North Mecklenburg County. Four New Laptop Computers will be awarded during the school year. The grand prize is a new Ford Focus and will be awarded at the end of the school year.

The Drive for Excellence program recognizes good grades. Students must bring their official grade card and a photo ID to Huntersville Ford by the close of business on the registration deadline dates listed below.

Contest Start Date: August 25, 2008

Contest End Date: June 10, 2009

All Hopewell or North Mecklenburg High School Juniors and Seniors (16 and older) earning ONLY A's and B's are eligible.

At the end of designated grading periods students will have the opportunity to register once per grading period at Huntersville Ford with original Report card.

At the end of the 2008-2009 school year, some lucky student will drive away in a brand new 2009 Ford Focus!

RULES & REGULATIONS

Contest Name: Drive for Excellence (the "Contest")

**Address: 13825 Statesville Road, Huntersville, NC
P. O. Box 2189**

Telephone: 704-875-6547

Huntersville Ford, herein known as the Company, will conduct the Contest substantially as described in these rules, and by participating, each participant agrees as follows:

- A. Dates of Contest: The Contest will begin on or about August 25, 2008 and end on or about June 10, 2009.**

THE CONTEST IS OPEN TO JUNIORS AND SENIORS IN BOTH Hopewell and North Mecklenburg HIGH SCHOOLS.

- B. How to Enter:** To enter, high school juniors and seniors should visit Huntersville Ford at the end of each grading period for the 2008- 2009 school year. To be eligible students must have their report card in order to enter. Students will be given one entry form in accordance with their report card grades. A cap of One entry per grading period will be enforced. Registration deadlines are as follows: 1st quarter grades only will be accepted until close of business on November 30, 2008; 2nd quarter grades only will be accepted until close of business on February 28, 2009; 3rd quarter grades only will be accepted until close of business on April 30, 2009; 4th quarter grades only will be accepted until close of business on June 30, 2009. The contest will run the entire 2008-2009 school year.
- C. How to Play:** At the end of each grading period (about every 9 Weeks) the Company will conduct a random drawing from all entries received and select one secondary prize winner. All entries will be put back into the entry pool. Participants may win only one secondary prize for the Contest. All participants are eligible to win one secondary prize and the grand prize. The secondary prize drawings will take place on December 1, 2008 at 5:00 PM, March 1, 2009 at 5:00 PM, May 1, 2009 at 5:00 PM, July 11, 2009 at 11:00 AM.

At the end of the 2008 – 2009 school year, the Company will conduct a random drawing from all entries received for the 2008-2009 school year. Twenty (20) qualifiers will be selected to participate in the Grand Prize Event. The Company will notify all eligible qualifiers. If the Company is unable to contact a qualifier from the information provided on the entry form, the Company may select an alternate qualifier, in its sole discretion.

On or about July 11, 2009, the Company will conduct the Grand Prize Event at Huntersville Ford at 11:00 o'clock a.m. At the Grand Prize Event each qualifier will randomly select a key provided by the Company and will be given an opportunity to try to start a vehicle with their key. The finalist whose key starts the vehicle wins the Grand Prize. The first finalist whose key starts the vehicle will be declared the Grand Prize winner and the contest will officially end. Qualifiers must be present to win.

- D. Other Requirements:** If one of the keys distributed does not start the vehicle the Grand Prize will be awarded by random drawing.

The winner must possess a valid driver's license and show proof of automobile liability insurance or any other state automobile insurance requirements prior to taking possession of the prize.

If the winner is under the age of 18, in accordance with North Carolina law, the prize vehicle must be titled and taxed to a parent or legal guardian, in order for the company to award the Grand Prize. Therefore, all insurance and licensing requirements would be the responsibility of the parent or legal guardian of the winner.

2. **Prize(s).** The prize(s) that may be awarded to the eligible winner(s) are:

Grand Prize: A 2009 Ford Focus

Secondary Prize: One awarded at random at the end of each grading period. A New laptop computer. Prize value: \$850.00

Prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 60 days of the contest end date. If a winner cannot be contacted or is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

3. Eligibility and Limitations. Participants and winner(s) must be U.S. residents at least 16 years old as determined by the Company and attend either Hopewell or North Mecklenburg High School. A parent or guardian of any participant who is a minor must sign a release on behalf of the minor to be eligible to receive a prize, but the Company reserves the right to refuse to award a prize to or on behalf of any minor. Employees of the Company, the Contest's participating sponsors and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. Publicity: Use of Personal Information. By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

5. Release. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

6. Taxes. Any valuation of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

7. Conduct and Decisions. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Un-sportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities

concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. **ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. **Miscellaneous.** Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of Huntersville Ford during normal business hours or mail a written request with a stamped, self-addressed return envelope to the Huntersville Ford address, listed above. All entries become the property of the Company and will not be returned

9. **Compliance with Law.** The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. Huntersville Ford shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the Contest, etc. as required by local and state law.