

2017 Mercedes-Benz Van Giveaway

Per the Official Rules (see below), Sponsor selected and notified winners and multiple alternate winners for each prize. As no one claimed the prizes offered, they will not be awarded.

2017 Mercedes-Benz Van Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

BY ENTERING THE 2017 MERCEDES-BENZ VAN GIVEAWAY (THE "SWEEPSTAKES"), YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

You are providing your information to Sponsor and agencies acting on its behalf with regard to this Sweepstakes. Please see the "Entrant's Personal Information" section below for details regarding the use of personal information collected in connection with this Sweepstakes.

1. Eligibility: 2017 Mercedes-Benz Van Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry and have a valid driver's license. Employees of Mercedes-Benz USA, LLC, Engine Shop II, LLC, Precision Dynamics International, Inc., Hanley Wood LLC, Lowe's Companies, Inc., Stanley Black & Decker, Inc., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Mercedes-Benz Vans USA, LLC, 303 Perimeter Center North, Atlanta, GA 30346 (hereinafter, "Sponsor").

Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 (hereinafter, "Administrator").

3. Timing: The Sweepstakes begins on August 14, 2017 and ends on October 27, 2017. Individuals may participate by visiting a local participating Lowe's location during the Lenox Tools or Irwin Tools demonstration/Mercedes-Benz Vans ride or drive events ("Demo and Drive Event") (the "Promotion Period"). For a list of Demo and Drive Events locations and hours, see www.lenoxtools.com/tour and www.Irwin.com/tour

4. How to Enter: There are two (2) ways to enter the Sweepstakes during the Promotion Period:

- a. **Through Demo and Drive Event:** Attend a Demo and Drive Event at a participating Lowe's location and take the following steps:
 1. Attend the Lenox Tools or Irwin Tools demonstration ("Tool Demonstration") and obtain a free demo gift;
 2. Present demo gift to the Mercedes-Benz Vans brand representative and complete and submit the registration form, including your full name, email address and phone number and sign the liability waiver; and
 3. Take a test ride or drive in one of the Mercedes-Benz Vans onsite.

By completing a Tools Demonstration and the test ride or drive, you automatically will receive one (1) entry into the prize drawing associated with the applicable Tool Demonstration (either the Lenox Tools Demo and Drive Grand Prize or the Irwin Tools Demo and Drive Grand Prize).

b. Mail-in Alternate Method:

- 1. For Lenox Tools Demo and Drive:** Hand print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "2017 Mercedes Van Giveaway-Lenox Tools Demo and Drive," c/o HelloWorld, Inc., P.O. Box 5029, Department: 831800, Kalamazoo, MI 49003-5029. You will receive one (1) entry into the drawing for the Lenox Tools Demo and Drive Grand Prize.
- 2. For Irwin Tools Demo and Drive:** Hand print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "2017 Mercedes Van Giveaway-Irwin Tools Demo and Drive," c/o HelloWorld, Inc., P.O. Box 5029, Department: 831800, Kalamazoo, MI 49003-5029. You will receive one (1) entry into the drawing for the Irwin Tools Demo and Drive Grand Prize.

For all mail-in entries: All mail-in entries must be handwritten and must be postmarked by October 27, 2017 and received by November 3, 2017. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: You may receive only one (1) entry into the drawing for the Lenox Tools Demo and Drive Grand Prize and receive only one (1) entry into the drawing for the Irwin Tools Demo and Drive Grand Prize. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different names, email addresses, and identities or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address submitted 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. Each potential winner may be required to show proof of being the authorized account holder.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around November 13, 2017. The potential winners will be notified by email and/or phone. Each potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration or provide any other requested information within the required time period, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Prizes: TWO (2) GRAND PRIZES:

Lenox Tools Demo and Drive Grand Prize: 2017 Mercedes-Benz Sprinter Worker Cargo Van (MSRP \$34,990 plus \$995 destination and delivery fee) and a \$5,000 check. Approximate Retail Value: \$40,985.

Irwin Tools Demo and Drive Grand Prize: 2017 Mercedes-Benz Metris Cargo Van (MSRP \$33,212 plus \$995 destination and delivery fee) and a \$5,000 check. Approximate Retail Value: \$39,207.

For both Van Prizes: Sponsor will determine all features of van in consultation with winner, including but not limited to color of exterior and interior, up to the MSRP listed above. All other features or upgrades will be allowed only if permitted by delivery dealer, readily available (no special orders permitted), and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with the Van. *Winner must take delivery of Van from the automobile dealership designated by Sponsor in 2017 or prize will be forfeited.*

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Grand Prize depend on the number of eligible entries received for the applicable drawing during the Promotion Period. Limit: One (1) prize per person. The vans will be fulfilled by the designated dealerships and the checks by Sponsor within 8-10 weeks after the conclusion of the Sweepstakes.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, authorized Mercedes-Benz dealers, Engine Shop II, LLC, Precision Dynamics International, Inc., Hanley Wood LLC, Lowe's, Lenox Tools, Irwin Tools, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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. Limitations of Liability: The Released Parties 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in

the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

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 Sweepstakes 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 the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Trust is a cornerstone of Sponsor's corporate mission and the success of Sponsor's business depends on it. Sponsor is committed to maintaining your trust by protecting personal information it collects about you. Information collected from entrants is subject to Sponsor's Privacy Policy <http://www.mbvans.com/sprinter/policies-and-endnotes> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>. By entering the Sweepstakes, each entrant hereby agrees to Sponsor's and Administrator's collection and usage of his/her personal information as set forth in the Sponsor's and Administrator's Privacy Policies and acknowledges that he/she has read the terms of Sponsor's and Administrator's Privacy Policies.

13. Winner List: For a winner list, visit <http://bit.ly/2sO26G3>. The winner list will be posted after winner confirmation is complete.

14. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list, please call 1-877-762-8267 and your name will be removed within 60 days of the request.

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Entrants will each be required to sign these rules to confirm agreement with them.

Signature: _____

Print Name: _____

Date: _____