

## 2011 AUTOZONE COMMERCIAL DURALAST SWEEPSTAKES OFFICIAL RULES

- 1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. Open to all AutoZone Commercial Customers (EXCLUDING the following accounts: Supply Chain, Bridgestone / Firestone company owned locations (including Tires Plus and Firestone locations), CarMax, Diamond, Easterns, Goodyear, L2, Monro, National Auto Care, Sears, Warrantech, and public sector accounts [including US Communities, WSCA non-USC public sector, and federal accounts]) who are an authorized decision maker of his / her facility, a legal US Resident of the forty eight (48) contiguous United States, the District of Columbia or Puerto Rico and at least twenty one (21) years of age or older as of the date of entry (the "Entrant"). Employees, officers and directors of AutoZone Parts, Inc. and its subsidiaries and affiliates (the "Sponsor"), its distributors, vendors, advertising/promotion agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including, but not limited to, the entities supplying the prizes herein as well as their immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors are not eligible to participate. All federal, state and local laws and regulations apply. Void outside of the forty eight (48) contiguous United States, the District of Columbia and Puerto Rico, and where ever else prohibited or restricted by law.
- 2. TO ENTER: The 2011 AutoZone Commercial Duralast Sweepstakes (the "Sweepstakes") begins at 12:00 a.m. Central Time (CT) on February 13, 2011, and ends at 11:59 p.m. CT on March 12, 2011 (the "Sweepstakes Period"). For purposes of these Official Rules, all times are given in Central Time. There will be one (1) drawing held for each of six (6) AutoZone Commercial zones (each, a "Zone"). All AutoZone Commercial stores will be participating in the Sweepstakes and will be assigned a Zone. A total of six (6) drawings will be conducted in the Sweepstakes. Entrants will only earn entries for the drawing associated with the Zone in which their entry was received as further outlined below. Entrants can determine the Zone in which they will be eligible by contacting their local AutoZone Commercial store representative.

There are two (2) ways to enter:

Enter via Qualifying Purchase: Entrants who make a "Qualifying Purchase" (defined as the purchase of a Duralast or Duralast Gold product) using their AutoZone commercial account number ("Account Number") between 12:00 a.m. CT on February 13, 2011 and 11:59 p.m. on March 12, 2011 will be automatically entered into the Zone drawing associated with the Zone in which their Account Number is registered. A Qualifying Purchase may be made during the Sweepstakes Period via any of the three (3) following methods; (a) online via <a href="https://www.autozonepro.com">www.autozonepro.com</a> (the "Website") or via their Third Party Shop Management System; (b) via telephone by calling their servicing AutoZone Commercial store located in the forty eight (48) contiguous United States, the District of Columbia or Puerto Rico; or (c) in person at any participating AutoZone Commercial store location in the forty eight (48) contiguous United States, the District of Columbia or Puerto Rico. Entrants will earn entries into the Sweepstakes based upon the actual Qualifying Product(s) purchased as follows;

- (a) <u>Duralast Products</u>: Entrants will earn one (1) entry into the Zone drawing associated with the Zone in which their Account Number is registered for each Duralast product (other than Duralast batteries, brake pads, rotors, starters or alternators see "Bonus Entries" below) purchased during the Sweepstakes Period.
- (b) <u>Duralast Gold Products</u>: Entrants will earn two (2) entries into the Zone drawing associated with the Zone in which their Account Number is registered for each Duralast Gold product (other than Duralast Gold batteries, brake pads, rotors, starters or alternators see "Bonus Entries" below) purchased during the Sweepstakes Period.
- (c) <u>Bonus Entries:</u> Entrants whose qualifying purchase includes a Duralast or Duralast Gold battery, brake pad, rotor, starter or alternator will earn double the entries ("Bonus Entries"). For Example; A person who purchases a Duralast brake pad will earn two (2) entries into the Zone drawing associated with the Zone in which his/her Account Number is registered (inclusive of one (1) initial entry and one (1) Bonus Entry based upon the type of product purchased). A person who purchases a Duralast Gold brake pad will earn four (4) entries into the Zone drawing associated with the Zone in which his/her Account Number is registered (inclusive of two (2) initial entries and two (2) Bonus Entries based upon the type of product purchased.

A total limit of one hundred (100) entries may be obtained per Entrant during the Sweepstakes Period via Qualifying Purchase. Any attempt to make Qualifying Purchases and return products for the purposes of obtaining entries into the Sweepstakes will void that Entrant's entries and that Entrant may be disqualified from the Sweepstakes. Entries are subject to order number and Account Number validation and verification. NOTE (if making a Qualifying Purchase online via a Third Party Shop Management System): Not all Third Party Shop Management Systems are equipped to handle AutoZone purchases. Any Entrant who cannot complete a Qualifying Purchase using their Third Party Shop Management System, may make their Qualifying Purchase and obtain entry into the Sweepstakes via the Website, telephone or in person.

Enter By Mail: To enter without making a Qualifying Purchase, Entrants may enter by mail as follows: On a plain 3" x 5" card, legibly handprint or type your first name, last name, title, business name, Account Number, complete business address, city, state, zip code, business telephone number (including area code), date of birth and email address (if available) to: "2011 AutoZone Commercial Duralast Sweepstakes, (please specify Zone Number 1, 2, 3, 4, 5, or 6) 90 Rockwood Place, Rochester, New York 14610. Entrants must affix the Zone number in which they belong on the outside of the envelope containing their 3" x 5" card. Entrants can determine the Zone in which they belong by contacting their local AutoZone Commercial store representative. Mail entries must be postmarked by March 12, 2011 and received by March 21, 2011 to be eligible for the Sweepstakes. A limit of one hundred (100) entries may be obtained per Entrant during the Sweepstakes Period by mail. The first forty five (45) envelopes submitted by a

single Entrant shall each be considered two (2) entries into the Zone drawing associated with the Zone in which the Entrant's Account Number is registered. The forty sixth (46<sup>th</sup>) envelope submitted by such Entrant shall be considered ten (10) entries into the Zone drawing associated with the Zone in which the Entrant's Account Number is registered. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Neither the Sponsor, nor The National Sweepstakes Company (the "Independent Administrator") will verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, damaged or postage due mailed entries.

Regardless of the method in which you choose to enter, either via Qualifying Purchase or by mail without a purchase, there is a limit of one hundred (100) entries per commercial customer during the Sweepstakes Period. In the event of a dispute regarding the identity of the commercial customer submitting an entry, the entry will be deemed submitted by the person in whose name the Account Number is registered. Entries will be deemed made by the authorized account holder of the Account Number submitted at the time of entry. The authorized account holder is the natural person who is assigned to the Account Number by AutoZone. Potential winners may be required to show proof of being the authorized account holder or the Account Number. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, telephone numbers, identities, and/or any other methods will void that Entrant's plays and that Entrant may be disqualified from the Sweepstakes.

- 3. WINNING/ODDS: On or about April 4, 2011, a random drawing will be conducted for each of the six (6) Zones. Two (2) prize winners will be selected from each of the six (6) Zones in each random drawing from amongst all eligible entries received in the respective Zone during the Sweepstakes Period. A total of twelve (12) prize winners will be selected in the Sweepstakes. Each random drawing will be conducted by the Independent Administrator, whose decisions are based on their sole discretion and interpretation of these official rules, and are final and binding in all respects. Odds of being selected as prize winner will depend upon the total number of eligible entries received in the respective Zone during the Sweepstakes Period. Upon verification, potential prize winners will be notified by registered mail as outlined in the "Prize Claims" section below. In the event a prize notification is returned as undeliverable and the accurate address of such potential prize winner cannot be obtained, such potential prize winner will be disqualified and an alternate prize winner will be selected at random from amongst all remaining eligible entries received from the respective Zone, time permitting.
- 4. PRIZES: One prize of a "Trip of Winner's Choice" will be awarded to each of the prize winners selected from each Zone. A total of twelve (12) prizes will be awarded in the Sweepstakes. Each prize winner will receive a trip for two (2) people to the prize winner's destination of choice; including (a) two (2) roundtrip coach-class airline tickets for the prize winner and one (1) guest (the "Travel Companion") from a major airport closest to prize winner's residence located within the forty eight (48) contiguous United States, the District of Columbia or Puerto Rico to the prize winner's chosen destination city; (b) hotel accommodations (one (1) standard room, based upon double occupancy) at a hotel selected by prize winner; (c) roundtrip ground transportation from the airport to the hotel in the destination city; and (b) one (1) \$600.00 gift card (retailer to be chosen at Sponsor's sole discretion) to be used towards spending money or at prize winner's sole choosing. The approximate retail value (the "ARV") of each prize is \$3,000. ARV may vary depending upon each prize winner's chosen destination, hotel accommodations, ground transportation and length of stay. Each prize winner will be permitted to choose his/her destination, hotel and length of stay, however, the amount that will be awarded to the prize winner towards the retail purchase price of the prize will be no more than \$3,000. Any difference in the stated ARV and the actual value of the trip at time of booking will not be awarded. Prize winners will be solely responsible for any amount exceeding the maximum ARV of \$3,000, if applicable. The total ARV of all prizes to be awarded in the Sweepstakes is \$36,000.

Each trip must be taken before April 1, 2012, and each prize winner must notify Independent Administrator with dates of travel a minimum of forty five (45) days or more prior to desired departure date or prize may be forfeited. Expenses of a personal nature (including but not limited to meals / beverages, transportation, gratuities, phone calls, gift purchases, etc) and any other expense not included as part of the description of the prize are the sole financial responsibility of the prize winner and Travel Companion. All travel is subject to space availability at time of request, blackout dates (including holidays) and other restrictions may apply. Tickets / itineraries are final once confirmed and may not be changed for any reason, other than at the sole discretion of the Sponsor. No responsibility is assumed by the Sponsor for any cancellation or rescheduling of any trip related activity, including but not limited to, flights, in whole or in part. Prize winner and Travel Companion must travel on same itinerary and must have valid required travel documents (i.e., valid photo ID, passport, birth certificate, etc) before departure. Prize winner and Travel Companion are solely responsible for determining and obtaining, each at his / her own cost, required travel documents. No prize substitution or cash alternative, except at Sponsor's sole discretion or otherwise provided herein. Sponsor reserves the right to substitute any portion of the prize with a prize of equal or greater value. Prizes are not transferable prior to award. Prize winners are solely responsible for any taxes on the prizes, including, but not limited to all applicable federal, state and local taxes. Each prize will be awarded based upon prize winner's desired travel dates and availability, to be determined at Sponsor's sole discretion, from receipt and verification of the Release and IRS Form W-9 form from the respective prize winner (see "Prize Claims" section below).

5. PRIZE CLAIMS: Except where prohibited, each potential prize winner must sign and return to the Independent Administrator, within seven (7) days of receipt, an affidavit of eligibility/release of liability/publicity release (the "Release") and IRS Form W-9 in order to claim prize. In addition, the Travel Companion of each prize winner must complete and sign a travel companion waiver (the "Waiver"), which must also be returned to the Independent Administrator, within seven (7) days of receipt. If a potential prize winner fails to sign and return the Release, IRS Form W-9, Waiver, or driver's license within the required time period, he/she forfeits his/her right to the respective prize and an alternate winner will be selected at random from among all remaining eligible entries received for the respective Zone time permitting. Each prize winner must report income to the Internal Revenue Service ("IRS") and will be required to complete, sign and return an IRS form W-9. In the event it is deemed during the verification process that a potential prize winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the respective prize, he/she will be disqualified and an alternate winner will be selected as outlined above, time permitting. Valid social security

**numbers will be determined by IRS requirements.** All prize winners consent to use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning a prize). The prizes are taxable as income and the prize winners are solely responsible for any taxes on the respective prize, including, but not limited to all applicable federal, state and local taxes. No more than the number of prizes set forth in these Official Rules will be awarded.

- 6. GENERAL: All federal, state and local taxes on the prize are the sole responsibility of winners. By participating in this Sweepstakes, Entrants agree: [a] to abide by and be bound by these rules and decisions of Sponsor and judges which shall be final in all respects relating to the Sweepstakes, including without limitation the interpretation of these rules; [b] to release, discharge and hold harmless Sponsor, its franchisees, licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Sweepstakes from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from their participation in the Sweepstakes or their acceptance, use or misuse of a prize; and [c] if a winner, to the use of their name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor and Sponsor's subsidiaries and affiliates without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Sponsor, its licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Sweepstakes and their respective directors, officers, shareholders and employees are not responsible and shall not be liable for [a] electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction; [b] unauthorized access to or alterations of entry materials; [c] technical, network, telephone equipment, electronic, computer, hardware or software malfunctions; and [d] limitations of any kind or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. Sponsor and / or Independent Administrator are not responsible for lost, late, incomplete, incorrect, damaged, misdirected, illegible or postage due entries or any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Independent Administrator. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Entry information becomes property of Sponsor. All federal, state and local regulations apply.
- 7. SPONSOR: AutoZone Parts, Inc., and its subsidiaries and affiliates, 123 South Front Street, Memphis, TN 38103-3607.
- **8. INDEPENDENT SWEEPSTAKES ADMINISTRATOR:** This Sweepstakes is being administered by The National Sweepstakes Company, 693 East Ave., Rochester, NY 14607, whose decisions are final in regard to the conduct of this Sweepstakes.
- **9. WINNERS' LIST REQUEST:** To receive a list of prize winners, send a self-addressed, stamped (business size) envelope to: "2011 AutoZone Commercial Duralast Sweepstakes" Winners List Request, PO Box 10505, Rochester, NY 14610. Requests must be received by May 31, 2011.
- **10. PRIVACY POLICY:** Information collected from Entrants will be used to communicate with Entrants regarding this Sweepstakes and otherwise, as set forth in the Sponsor's Privacy Policy available at www.autozone.com.
- 11. RULES: Visit <a href="www.autozonepro.com">www.autozonepro.com</a> for a copy of these official rules. You may also obtain a copy of these Official Rules by mailing a self-addressed stamped envelope by May 31, 2011 to: "2010 AutoZone Commercial Duralast Sweepstakes", PO Box 10505, Rochester, NY 14607.

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