

THE FOLLOWING SWEEPSTAKES IS VOID OUTSIDE CANADA, THE CONTIGUOUS UNITED STATES/DISTRICT OF COLUMBIA (“D.C.”) AND WHEREVER PROHIBITED. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN CANADA, ONE OF THE 48 CONTIGUOUS STATES OR IN D.C. GRAND PRIZE WILL BE AWARDED TO A WD, JOBBER OR PARTS STORE, NOT AN INDIVIDUAL. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE FEDERAL AND STATE, PROVINCIAL, MUNICIPAL AND LOCAL LAWS AND REGULATIONS.

RAYBESTOS DELIVERS SWEEPSTAKES 2017

OFFICIAL RULES

1. NO PURCHASE NECESSARY. Making a purchase will not improve your chances of winning. The RAYBESTOS DELIVERS Sweepstakes 2017 (“Sweepstakes”) sponsored by Brake Parts Inc LLC (“Sponsor”) begins 12:00:01 a.m. Central Time (“CT”) on October 16, 2017 and ends 11:59:59 p.m. CT on December 15, 2017 (“Sweepstakes Period”). The computer clock of Sponsor’s webmaster is the official timekeeping device of the Sweepstakes. You may enter the Sweepstakes by participating in certain promotions or by mail-in entry, as described in Rule 3, below.

2. Eligibility: This Sweepstakes is open to owners or, and auto care industry parts professional employees of, Warehouse Distributors (WDs), Jobbers and Parts Stores in the automotive aftermarket only, located in the 48 contiguous United States, the District of Columbia (D.C.) or Canada. Entry into the Sweepstakes can ONLY be made by auto care industry parts professional employees or owners of such WDs, Jobbers and Parts Stores, on behalf of the company/employer for the Grand Prize and themselves for the First Prize. Employees, directors, officers and agents of Sponsor, its parent, affiliate, and subsidiary companies, its advertising and promotion agencies, and members of the immediate families (defined for these purposes as spouse, biological, adoptive and step-parents, children, siblings, grandparents, grandchildren and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate or win. This Sweepstakes is void outside Canada, the 48 contiguous United States, D.C. and where prohibited by law.

3. How to Enter:

To Enter by Participating in Sponsor Promotions: During the Sweepstakes Period, entries into the Sweepstakes may be earned by participating in any of the following “Sub-Promotions”:

To Enter by Visiting BPI #3638 at 2017 AAPEX: Visit the BPI #3638 Booth at the AAPEX 2017 Expo during scheduled Expo hours beginning October 31, 2017 and ending November 2, 2017 from 9:00 a.m. P.T. – 5:00 p.m. P.T., speak to a BPI sales representative, and complete an entry form. Limited to one (1) entry per registered show attendee.

To Enter by Tally Card: For every confirmed sales of 25 units of Raybestos® Element3™, Specialty or Reliant™ brake pads, Opti-Cal™ or RPT Rust Prevention Technology™ calipers or RPT Rust Prevention Technology™ or Advanced Technology rotors during the Sweepstakes Period, a participant will earn one (1) entry into the Sweepstakes. All redemption forms must be postmarked by December 20, 2017 and received by December 29, 2017. Sale receipts/invoices

showing proof of sales and dates of sales must be attached to redemption form. Multiple entries per person may be submitted. All invoices are subject to review, audit and further proof of performance.

To Enter by Mail: Legibly handprint your Full Name, Home Address (no P.O. Boxes) including Country, Daytime Telephone Number (Including Area Code), E-Mail Address, Employer Business Name, Employer Business Address, And Job Title on a 3" x 5" card, and mail your entry in a standard, #10 business-size envelope to: RAYBESTOS DELIVERS Sweepstakes 2017, c/o MMS, 833 W. Jackson Blvd. #300, Chicago, IL 60607 USA. One (1) entry allowed per envelope. All mail-in entries must be post-marked by December 20, 2017 and received by December 29, 2017. No mechanically reproduced or computer-generated entries allowed.

4. Entry Errors/Tampering: Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Sponsor is not responsible for: (i) any entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, postage-due or misdirected, or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries; (iii) destruction of or unauthorized access to, or alteration of, entries; (iv) failed or unavailable hardware, network, software, or telephone transmissions; (v) damage to entrant's or any person's computer or wireless device or its contents; (vi) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vii) any entries submitted in a manner that is not expressly allowed under these Official Rules; (viii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ix) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prizes or prize winners; (x) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (xi) cheating or fraud by any participant.

All incomplete or non-conforming entries will be disqualified. All entries become Sponsor's property and will not be returned.

If for any reason the Sweepstakes cannot be executed as planned, including but not limited to any printing, administrative, or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible non-suspect entries received as of the date/time of termination. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Further Entry Conditions: No limit on the number of entries. Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor. By entering this Sweepstakes, entrants acknowledge their compliance with and agreement to be bound by these Official Rules and the Sponsor's decisions.

6. Drawing/Odds of Winning: The winning entry will be determined in a random drawing from among all eligible entries received during the Sweepstakes Period through all entry methods combined. The drawing will be conducted on or about January 31, 2018 by Sponsor or Sponsor's agent. Odds of winning will depend on the total number of eligible entries received through all entry methods combined. The potential Grand Prize winner will be notified by phone, mail or e-mail by or about January 31, 2018. Grand Prize winner and First Prize Winner/winning entrant may be posted on the website (www.raybestos.com) following verification of winners and winning entrant and may be announced by news release. Winning is contingent upon fulfilling all requirements of these Official Rules.

7. Prizes: One (1) Grand Prize will be awarded to the WD, Jobber or Parts Store that employs the winning entrant (or is owned by the winning entrant), consisting of a RAYBESTOS-wrapped 2017 Chevy City Express 15T60-LT Van, featuring Raybestos® brake pads and rotors. (ARV \$30,000). The Grand Prize also includes an award of Two Thousand Dollars (\$2,000) to share with the store employees, in the form of twenty (20) One Hundred Dollar (\$100) gift cards. One (1) First Prize will be awarded to the winning entrant (who is the employee or owner who entered the Sweepstakes), consisting of Five Hundred Dollars (\$500) in the form of a gift card. Sponsor reserves the right to substitute prizes of equal or greater value in the event any advertised prize is unavailable. Any difference between the stated ARV and the actual value of prize will not be awarded in any form. Dollar amounts are expressed in U.S. currency. Prize gift cards may be subject to terms, conditions and expiration dates. Prizes are non-transferable, and no prize substitutions or cash redemptions are allowed except by Sponsor in its sole discretion, or as otherwise provided herein. **All income taxes on prizes are the winner's sole responsibility.** All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

8. Verification/Prize Claim: Winners must provide positive identification specified by Sponsor to claim or participate in a prize. The winners will be required to sign and return an Affidavit of Eligibility, Liability Release and, where permitted by law, Publicity Release without additional compensation (Canadian potential winner would be required to complete and return an Eligibility and Liability/Publicity release, instead) within ten (10) business days of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. If prize notification is returned as undeliverable, or if Sponsor, in its sole discretion, deems a potential winner ineligible to receive a prize for any reason, the corresponding prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among all remaining entries. Canadian potential winner will be required to answer, without mechanical or other assistance, a mathematical skill-testing

question posed via telephone by Sponsor or its agent at a pre-arranged, mutually convenient time as a prerequisite to being declared a winner. Sponsor's decisions will be final, binding and non-appealable in all matters relating to this Sweepstakes.

9. Limitations on Liability: By entering and/or accepting a prize, each participant agrees to abide by the terms of these Official Rules and by the decisions of the Sponsor, and agrees to indemnify, release, defend and hold harmless the Sponsor, its parent companies, subsidiaries, affiliates and agencies, and the officers, directors and employees of each of the foregoing (collectively, the "Released Parties"), from and against any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including without limitation emotional distress) and/or death, publicity rights, defamation or invasion of privacy or merchandise delivery arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her) or his/her participation in prize-related activities (if applicable), including but not limited to travel related thereto.

A Winner, by accepting a prize, acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to such prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

10. Consent to Publicity: By entering and/or accepting a prize, each of the winners further consent to Sponsor's use of his/her name, company name, voice, and statements and/or likeness of each of them for advertising, promotion, public relations, social media or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

11. Disputes/Venue/Governing Law: By participating and/or accepting a prize, participants agree that: (a) 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 appropriate federal, state or local court located in the State of Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Illinois.

12. Winners List: For the winner's name, send a self-addressed stamped business-size envelope after February 28, 2018 and no later than March 16, 2018 to: RAYBESTOS DELIVERS Sweepstakes, c/o Brake Parts Inc LLC, 4400 Prime Parkway, McHenry, IL 60050 USA.

13. Sponsor: Brake Parts Inc LLC, 4400 Prime Parkway, McHenry, IL 60050

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