

**THE 2023 MAHLE CHOICE OF CHAMPIONS SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIODS:** The 2023 MAHLE Choice of Champions Sweepstakes (the "Sweepstakes") begins at 12:00:00 AM Eastern Time ("ET") on Monday, May 15, 2023 and ends at 11:59:59 PM ET on Saturday, September 23, 2023 (the "Sweepstakes Period"). Within the Sweepstakes Period, there are five (5) Entry Periods (each, an "Entry Period") and five (5) corresponding Random Drawings (each, a "Drawing") as defined in the "Entry Periods & Drawings Schedule" below. Entries must be received during an Entry Period to be eligible for that Entry Period's drawing and prize. Non-winning entries for an Entry Period will not roll over to subsequent Entry Periods. Sponsor's computer is the official timekeeping device for this Sweepstakes.

<b>Entry Periods &amp; Drawings Schedule</b>						
<b>Entry Period #</b>	<b>ENTRY PERIODS</b> All eligible entries must be received between:		<b>Mail-In Postmark by Date</b>	<b>Mail-In Received by Date</b>	<b>Drawing Date:</b> On or about:	<b># of Monthly Prizes per Entry Period</b>
	<b>Entry Period Start:</b> 12:00:00 AM ET on:	<b>Entry Period End:</b> 11:59:59 PM ET on:				
1	05/15/23	05/31/23	05/31/23	06/07/23	06/12/23	5
2	06/01/23	06/30/23	06/30/23	07/07/23	07/10/23	5
3	07/01/23	07/31/23	07/31/23	08/07/23	08/10/23	5
4	08/01/23	08/31/23	08/31/23	09/07/23	09/11/23	5
5	09/01/23	09/23/23	09/23/23	09/30/23	10/03/23	5

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States, including the District of Columbia, who are age 18 or older, and are professionally employed by or the owner of a company whose primary business is commercial automotive repair at the time of entry (each, an "Eligible Company"). Entries will be earned on behalf of the Eligible Company. Void in Alaska and Hawaii, outside the U.S., and wherever else prohibited by law. Employees of MAHLE Aftermarket Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, NASCAR affiliates, companies sponsored by MAHLE, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There are three (3) ways to enter.

**Method #1 – Warehouse Distributor (“WD”) Qualifying Purchase.** During the Sweepstakes Period, an Eligible Company who has an active account with Automotive Parts Associates, Inc. or Aftermarket Auto Parts Alliance, Inc. may purchase one or more of the MAHLE, Clevite and Behr new automotive product(s) listed in Appendix I from Automotive Parts Associates, Inc. or Aftermarket Auto Parts Alliance, Inc. (the “Qualifying Product”) using the Eligible Company’s account with the WD to automatically earn the Eligible Company the number of entries corresponding to the Qualifying Product(s) as shown in Appendix I (each, a “WD Entry”). Only the products listed in Appendix I are eligible for submission into the Sweepstakes. Additional products may be added to Appendix I throughout the Sweepstakes Period. Purchases of used products are not eligible. **Limit: Fifty (50) WD Entries per Eligible Company per day.**

**Method #2 – Non-WD Location Qualifying Purchase.** During the Sweepstakes Period, participants may complete the following steps to enter:

1. Purchase new MAHLE, Clevite and Behr automotive product(s) listed in Appendix I from a MAHLE, Clevite or Behr part distributor, supplier or retailer (the “Qualifying Product”). Only the products listed in Appendix I are eligible for submission into the Sweepstakes. Purchases of Qualifying Products from Automotive Parts Associates, Inc. or Aftermarket Auto Parts Alliance, Inc. using the Eligible Company’s account which would have earned WD Entries may not be submitted using Method #2. Purchases of used products or purchases made through resellers, other third parties or online marketplace websites including but not limited to ebay.com and Alibaba.com are not eligible to be submitted.
2. Visit [www.mahlechampions.com](http://www.mahlechampions.com) (the “Sweepstakes Site”) and follow all instructions to complete the registration form in its entirety including:
  - a. Participant’s personal name, address, phone number and email address;
  - b. The name and street address of the Eligible Company where the participant is currently employed or the owner of, their preferred parts supplier name, city and state; and
  - c. Qualifying Product purchase information including part distributor, supplier or retailer name, city, state and zip code for part supplier/retailer, date of receipt/purchase, invoice number, part category, vehicle type, part description and part number of the Qualifying Products purchased from that part distributor, supplier or retailer as shown on the purchase receipts.
3. Submit the form (an “Online Submission”) to earn the Eligible Company the number of entries listed for the Qualifying Product(s) as shown in Appendix I (each, an “Online Entry”) for the . **Limit: Fifty (50) Online Entries per Eligible Company per day.**

After a participant completes their initial Online Entry, they may use the Returning User link on the Sweepstakes Site and begin the submission process at Step 2.c above.

**Entry Method 3 – Without Qualifying Purchase/Mail-in Entry.** To enter without purchase of Qualifying Products, mail a postcard (the “Mail-In Entry”), including your handwritten name, complete address, email address and phone number and the name and street address of the Eligible Company where you are currently employed or the owner of, and indicating the Entry Period it is being submitted for in the first line of the address as indicated below to receive twenty five (25) entries into the Sweepstakes: The **2023 MAHLE Choice of Champions** Sweepstakes – Entry Period #[insert entry period], PO Box 595, Social Circle, GA 30025-0595. **Each Mail-In Entry**

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**must be mailed separately. Mail-In Entry must indicate the Entry Period it is being sent for and be postmarked and received by the corresponding deadline as indicated in the Entry Periods & Drawings Schedule above.** By way of example, a Mail-In Entry for Period 1 must be postmarked between 05/15/23 and 05/01/23, be received by 05/08/23, and addressed to “The **2023 MAHLE Choice of Champions** Sweepstakes – Entry Period #1, PO Box 595, Social Circle, GA 30025-0595”. Photocopied, illegible, or mechanically produced/reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.  
LIMIT:

Online Entry and Mail-In Entry collectively referred to herein as “Entry” or “Entries”. **Limit: fifty (50) Entries per Eligible Company per day regardless of method of entry.** All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned. For the purposes of this Sweepstakes, a “day” is defined as the twenty-four (24) hour time period commencing at 12:00:00 AM ET and ending at 11:59:59 PM ET. Although the Sponsor and/or Administrator may receive a participant’s subsequent attempts to enter beyond the stated limits, only the first complete entry(ies) received from a particular participant and for the Eligible Company on that day will be eligible; subsequent attempts by the same person to enter during that same day, including entries submitted with an alternate email address, will be disqualified. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

All entries become the property of the Sponsor and will not be acknowledged or returned. The Sweepstakes Site’s database clock will be the official timekeeper for the Sweepstakes. Incomplete registration forms will not be accepted and are void. Participants must have a valid email address to enter and/or win. Multiple participants are not permitted to share the same email address. Each Receipt may only be submitted with one (1) entry. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s Entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant. 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 to the Sponsor’s satisfaction. The information provided by participants on the registration form will only be used for the purposes of this Sweepstakes and as otherwise permitted by Sponsor’s privacy policy, available at <http://www.mahle-aftermarket.com/na/en/imprint/#privacystatement>. By participating in this Sweepstakes, participants agree to be bound by these Official Rules and decisions of Sponsor and/or Administrator, including their respective agents and representatives, which are final and binding on all matters relating to this Sweepstakes.

#### **PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Monthly Prizes:** There are twenty-five (25) Monthly Prizes available to be won, five (5) for each Entry Period. Each Monthly Prize includes one (1) Choice of Champions Swag Bag. Contents of

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each Swag Bag to be determined by Sponsor. ARV of Monthly Prize: \$200 each. The odds of winning a Monthly Prize will depend upon the total number of eligible Entries received during each corresponding Entry Period. There is a limit of one (1) Monthly Prize per person.

**Finalist and Grand Prizes:** There are four (4) Finalist Prizes available to be won. The odds of winning a Finalist Prize will depend upon the total number of eligible Entries received during the Sweepstakes Period. One (1) Grand Prize winner will be determined in a random drawing event from among the Finalists in attendance at the Grand Prize Drawing Event, as described herein. Odds of a Finalist winning the Grand Prize is 1:4.

**Finalist Prizes:** Each Finalist Prize includes a trip to Las Vegas on or around October 30-November 2, 2023 and at a location to be determined by Sponsor to participate in the Grand Prize drawing event (the "Grand Prize Drawing Event"). Date and location of event will be determined by Sponsor at the time of winner notification and are subject to change. Finalist must be present at the Grand Prize Drawing Event to participate in the Grand Prize drawing. Finalist Prize trip includes:

- Round-trip, coach-class airfare for winner and one (1) guest from a major airport near winner, as determined by the Sponsor, to Las Vegas, NV;
- \$500 prepaid card; and
- Four (4) days and three (3) nights single-room hotel accommodations based on double occupancy at a hotel of Sponsor's choice.
- **The ARV of Finalist Prize: \$3,900 each.**

The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Finalist Prize will not be awarded. All travel must be arranged through Sponsor by the deadline provided by Sponsor at the time of winner confirmation. All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Winner and travel companion must travel on same itinerary. Winner and travel companion must have valid photo ID and any required documentation prior to departure. Trip must be taken on dates specified by Sponsor or prize will be forfeited in its entirety. Sponsor will, in its sole discretion, determine which airport is closest to the winner's home will be used. In the event the winner's residence is close enough to the destination city such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Finalist Prize will not include air transportation and no other compensation will be provided in lieu thereof. The winner and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Finalist Prize). If Finalist elects to travel or partake in the Finalist Prize with no guest, no additional compensation will be awarded. All hotel reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. If weather affects the ability for winner and his/her guest to redeem any portion of prize during the scheduled date and time, then the Sponsor

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shall have no further obligation to the winner and/or guest other than to supply the remaining elements of the prize package minus the unused portion of the prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, or other venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, winner and/or guests are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. Winner and guest are responsible for obtaining the proper travel documentation (e.g., valid photo ID, passport) prior to travel. Winner's guest must be a legal U.S. resident over the age of majority in his or her state of residence, or if such guest is less than the age of majority in his or her state of residence, the Finalist Prize winner must be such minor's parent or legal guardian. Winner's guest must complete and return a Travel Companion Liability Release prior to travel as noted below. In the event a winner or his/her travel companion engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, whole or in part, and send the winner and his/her guest home with no further obligation. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. Sponsor shall have no liability for any personal injuries, death, property damage, or other damages or expenses resulting from or arising out of any travel related to the prize or any other aspect of Finalist's acceptance or use of prize.

Grand Prize: One (1) Grand Prize will be available to be won. Grand Prize includes winner's choice of either a MAHLE Petty's Garage Z06 Corvette or a MAHLE Casey Currie Jeep. **The ARV of Grand Prize: \$65,000.**

Sponsor will arrange delivery of prize vehicle to the winner's residence. Winner is responsible for registration, license, title and insurance fees and for all costs and other expenses related to the acceptance of and use of the prize vehicle not specified herein. Winner must have a valid U.S. driver's license from his or her state or place of residence in the United States and may need to provide proof of insurance prior to taking receipt of Grand Prize. Trim, model year, color(s), package, factory options, aftermarket upgrades, parts and accessories, and other prize specifics to be determined by Sponsor in its sole discretion. Winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified delivery site. Sponsor shall have no liability for any personal injuries, death, property damage, or other damages or expenses resulting from or arising out of Grand Prize winner's acceptance or use/misuse of prize.

PARTICIPATION IN THIS SWEEPSTAKES AND THE RECEIPT AND/OR USE/MISUSE OF ANY PRIZE OFFERED IS AT YOUR OWN RISK.

ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. POTENTIAL WINNERS MAY BE REQUIRED TO PROVIDE

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ADDITIONAL PROOF OF ELIGIBLE EMPLOYMENT/OWNERSHIP, PROOF OF PURCHASE AND ANY OTHER INFORMATION TO SPONSOR TO CONFIRM THEIR ELIGIBILITY AND MUST RESPOND AS INDICATED AND BY THE DEADLINE PROVIDED BY SPONSOR IN ANY SUCH NOTIFICATION.

**The total ARV of all prizes available to be won: \$85,600**

**MONTHLY PRIZE RANDOM DRAWING & NOTIFICATION:** The potential Monthly Prize winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Entry Period on or about the corresponding Random Drawing Date indicated in the Entry Period & Drawings Schedule in the "Sweepstakes Entry Periods" section of these Official Rules. Random drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. Potential Monthly Prize winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

**FINALIST RANDOM DRAWING & NOTIFICATION:** On or about **October 3, 2023**, the Administrator, an independent agent of the Sponsor whose decisions are final, will select four (4) potential Finalist Prize winners in a random drawing from among all eligible Entries received during the Sweepstakes Period. The Eligible Company corresponding to each Finalist Prize winner will be deemed a potential "Finalist Company".

On or about October 5, 2023 the potential Finalist Companies will be notified via email and/or phone, and the owner or authorized agent of each Finalist Company will be required to sign and return, within three (3) business days of notification, an Affidavit of Eligibility, a Liability Waiver and where allowable a Publicity Release (collectively, the "Releases"). The owner or authorized agent of the Finalist Company may personally accept or designate an employee from the Finalist Company to partake in the Finalist Prize trip (each, a "Trip Participant") and to partake in Grand Prize Drawing Event to have the chance for such Trip Participant to personally win the Grand Prize Prize. Trip Participants must be legal U.S. residents, 21 years or older. Each Trip Participant will be required to complete and return an Affidavit of Eligibility, a Liability Waiver and where allowable a Publicity Release (collectively, the "Trip Participant Releases") and an IRS W-9 Form as instructed prior to booking of any travel. These Releases will require the Trip Participant to furnish their Social Security Number for the purpose of tax reporting, as required by law. If a potential Trip Participant is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of such individual's parent or legal guardian who will be required to execute and return the Releases on minor's behalf and accompany such minor on the Finalist Prize trip. The travel companion of each Trip Participant will also be required to sign a Travel Companion Liability Release. Noncompliance or failure to return the Releases within the designated timeframe will result in disqualification and, time permitting, an alternate Trip Participant or Finalist Company selected, as applicable.

Owners/authorized agents of potential Finalist Companies and Trip Participants may also be required to provide proof of eligibility/employment/ownership, to Sponsor's satisfaction, and to submit to a background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute,

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contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential Finalist Company or Trip Participant on the basis of the findings resulting from such background check or if a potential individual fails to properly authorize and/or provide the required information in connection with such background check.

**GRAND PRIZE DRAWING & NOTIFICATION:** One (1) potential Grand Prize winner will be chosen in a random drawing to be conducted by an agent of the Sponsor from among all Trip Participants in attendance at the Grand Prize Drawing Event to be held on or around October 31, 2023. Potential Grand Prize winner will be required to complete and return the Releases for the Grand Prize, as described above. Grand Prize will be awarded within approximately 45 days after the winner is verified.

**PRIZE CONDITIONS:** If a winner is selected whose company policy does not allow them personally to accept a prize, if a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules, that winner will be disqualified and the prize may be awarded to an alternate winner in a separate random drawing from among all remaining eligible Entries for the corresponding drawing.

Prizes are not redeemable for cash. Prizes are not assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, Eligible Company name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not

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responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY

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RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in the state of Michigan and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will

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take place in the state of Michigan. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the state of Michigan. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <http://www.mahle-aftermarket.com/na/en/imprint/#privacystatement>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.mahlechampions.com](http://www.mahlechampions.com) or send a self-addressed, stamped envelope by October 31, 2023, to: **The 2023 MAHLE Choice of Champions Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after 10/31/23), send a stamped, self-addressed envelope (no later than 11/30/23), to: **The 2023 MAHLE Choice of Champions Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** MAHLE Aftermarket Inc., 23030 MAHLE Drive, Farmington Hills, Michigan 48335.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

**Void outside the US, in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**

Corvette is a registered trademark of General Motors LLC and Jeep is a registered trademark of FCA US LLC.

**2023 MAHLE Choice of Champions Sweepstakes  
Appendix I - Qualifying Products**

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