

WHEELS FOR THE WEEKEND OFFICIAL SWEEPSTAKES RULES – 10/15/13

Following are official rules and conditions for the October 2013 Wheels for the Weekend Sweepstakes (“SWEEPSTAKES”).

2013 CLA “Wheels for the Weekend” Sweepstakes

OFFICIAL RULES. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

BY ENTERING THE 2013 MERCEDES-BENZ CLA “Wheels for the Weekend” (“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.

PARTICIPATING MERCEDES-BENZ DEALERSHIPS:

The following Mercedes-Benz dealerships are participating in the Wheels for the Weekend Sweepstakes, and one (1) winner will be randomly selected from all entries related to those dealerships’ Mercedes-Benz CLA Set Your Soul Free Events.

Dealership	City	State
Fletcher Jones Motorcars	Newport Beach	CA
House of Imports, Inc.	Buena Park	CA
Mercedes-Benz of Anaheim	Anaheim	CA
Mercedes-Benz of Foothill Ranch	Foothill Ranch	CA
Mercedes-Benz of Laguna Niguel	Laguna Niguel	CA
Mercedes-Benz of Ontario	Ontario	CA
Mercedes-Benz of Palm Springs	Palm Springs	CA
Walter's Auto Sales & Service Inc.	Riverside	CA
Calstar Motors, Inc.	Glendale	CA
Mercedes-Benz of Calabasas	Calabasas	CA
Mercedes-Benz of Encino	Encino	CA
Mercedes-Benz of Oxnard	Oxnard	CA
Mercedes-Benz of Valencia	Santa Clarita	CA
Silver Star A. G. Ltd.	Thousand Oaks	CA
Downtown LA Motors	Los Angeles	CA
Mercedes-Benz of Beverly Hills	Beverly Hills	CA
Mercedes-Benz of Long Beach	Signal Hill	CA
Mercedes-Benz of South Bay	Torrance	CA

Mercedes-Benz of West Covina	West Covina	CA
RUSNAK/Arcadia	Arcadia	CA
W. I. Simonson, Inc.	Santa Monica	CA

RULES AND CONDITIONS:

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Sponsor and agencies acting on its behalf with regard to this promotion, and not to Facebook. Please see the "Privacy" section below for details regarding the use of personal information collected in connection with this Sweepstakes

ELIGIBILITY: The Sweepstakes is open to legal residents of Southern California who are 21 years of age or older at the time of entry and who have a valid, unrestricted State issued driver's license. Southern California is herein defined as including residents of the following counties ("Southern California"): Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis, Santa Barbara and Ventura Counties. Sweepstakes is void where restricted, taxed or prohibited by law. Employees, officers and directors of: (a) Mercedes-Benz USA, LLC ("MBUSA" or "Sponsor") and its parent companies, subsidiaries, affiliates and partners, (b) authorized Mercedes-Benz dealers, (c) promotion and other vendor agencies involved in this Sweepstakes and each of their respective affiliates (collectively, the "Released Parties"), and the household and immediate family members (spouse, child, parent, sibling and their respective spouses) of all such employees/officers/directors, are NOT eligible to enter or win. Sweepstakes is subject to all federal, state, and local laws and regulations. Employees and families of Mercedes-Benz USA, Participating Dealerships, J&L Marketing, Inc., and any other companies affiliated with this promotion ("Sponsors") are not eligible.

ENTRY PERIOD: Entries will be available for a period of up to one week prior to each Participating Dealership's Mercedes-Benz CLA *Set Your Soul Free* Event ("Event Date"), and for a period of two days following the Event Date ("Promotion Period"). See "Participating Mercedes-Benz Dealerships" above for a list of the Participating Dealerships.

HOW TO ENTER: By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, including Sponsor's interpretation of these Official Rules and Sponsor's exercise of discretion, which will be final and binding in all respects. To enter the Sweepstakes, during the Promotion Period, the sweepstakes will be made available through the following ways: (a) Sweepstakes Link on a Personalized URL website provided to invited customers approximately 10 days prior to Event Date, (b) Sweepstakes Link on a digital landing page reachable to individuals who click on a digital display ad or (c) Sweepstakes Link accessible via a Participating Dealership Facebook page/post. To complete an entry during the Promotion Period, entrants must access the Sweepstakes Link through one of the above methods and (a) click on the link to access the Sweepstakes; (b) complete the Official Entry Form; and (c) click "Submit." All entries must be received during the Promotion Period. **Limit one (1) entry per person/authorized e-mail account holder.** The use of automated devices to enter this Sweepstakes is prohibited. Any attempt by any person to submit multiple entries by using multiple/different e-mail accounts or any other methods will void all entries submitted and that person will be disqualified. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur.

Entrant agrees to indemnify and hold Sponsor, its agencies and Sweepstakes Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable

attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of Entrant's Entry, or the Entrant's conduct in submitting an Entry in connection with this Sweepstakes, including but not limited to, claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes Entrant's rights with regard to any elements or ideas contained in any element of the Entry.

PRIZE AND APPROXIMATE RETAIL VALUE:

There will be one (1) CLA for the Weekend package awarded following the conclusion of the Promotion Period. Subject to the restrictions and limitations below, the Grand Prize consists of 48 hours usage of a 2014 CLA vehicle provided by MBUSA Western Region, along with a VISA gift card in the amount of \$50, a \$50 Shell gas card and a disposable camera to record moments from the weekend to provide to MBUSA for sharing on social media. Estimated retail value of \$500.

The following terms apply to the 48 hours usage of a 2014 CLA vehicle:

1. Potential Grand Prize Winner (and any other potential drivers during the 48 hour period) will need to complete a provided MBUSA carpool form issued by the Mercedes-Benz Western Region, and provide a current driver's license.
2. Winner must be 21 years old and have a valid California State Driver's License.
3. Winner must reside in Southern California.
4. Test-Drive is Non-transferrable.
5. Mileage on Grand Prize vehicle provided by MBUSA must not exceed 1,000 miles within the 48 hour period.
6. 2013 Drop-off and pick-up date of Grand Prize vehicle will be mutually agreed upon between winner and MBUSA Western Region.
7. MBUSA Western Region will drop off and pick up the vehicle at a mutually agreed upon location.
8. Certificate has no monetary value.
9. Winner must submit to a background check.

ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZE PACKAGE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. ANY DIFFERENCE BETWEEN THE STATED MAXIMUM APPROXIMATE RETAIL VALUE OF PRIZE AND THE ACTUAL VALUE OF SUCH PRIZE WILL NOT BE AWARDED. No cash equivalent or other substitutions will be permitted, except the Sponsor reserves the right in its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion. Sponsor shall issue the Grand Prize Winner an IRS 1099 form for the actual retail value of the prize, as required by law.

PRIZE NOTIFICATION: One (1) entry will be randomly selected from all Participating Dealership Sweepstakes entrants to identify a potential Grand Prize winner. The potential Grand Prize winner will be notified by phone, express mail and/or email to the phone number, address and/or email address provided by the potential Grand Prize winner during the entry process on or about November 5, 2013. The Grand Prize winner must complete, sign, and return the presented affidavit of eligibility, mutually-agreeable release of liability, publicity release, and appropriate tax documents (the "Documents") within three **(3) business days** of delivery of the Documents, or the prize will be forfeited in its entirety. If notified winner is not eligible, forfeits the prize, or declines the prize, or in the event of non-compliance with these Official Rules, then Grand Prize winner will be disqualified and an alternate winner may be selected as the Grand Prize winner, time and circumstances permitting. Return of any prize or prize notification as undeliverable or failure to accept any prize within the specified time period may, in the Sponsor's sole discretion; result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given.

PUBLICITY RELEASE: Subject to applicable law, the Grand Prize winner irrevocably grants to Sponsor the right to use and publish his/her proper name, city and state of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Grand Prize winner regarding the Sweepstakes or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the Sweepstakes and for advertising and promotional purposes, without additional compensation or notification.

ADDITIONAL TERMS: By entering, each entrant agrees to accept and abide by the Official Rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation, or award of prize, shall be resolved by Sponsor, whose decision shall be binding and final. By entering the Sweepstakes, each entrant agrees, and by accepting the Grand Prize the Grand Prize winner agrees, to release, indemnify and hold harmless the Released Parties and Facebook, Inc. from and against any liability, loss, damage, cost, and expense that the Released Parties and Facebook, Inc. may suffer as a result of any claims, suits, demands, actions, causes of action ("Claims"), penalties, expenses, or costs, including reasonable attorneys' fees ("Losses"), whether foreseen or unforeseen, that may be made or had against the Released Parties and Facebook arising from or in connection with the Sweepstakes, including all such Claims and Losses arising from: 1) any prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by entrants or Grand Prize winner; 3) any injuries, losses, or other damage of any kind that the entrants or Grand Prize winner may sustain arising from or in connection with their participation in the Sweepstakes; and 4) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. As a condition of entering the Sweepstakes, Grand Prize winner gives consent for Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on

a Sweepstakes winner's list. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes at any time without further notice. In the event of cancellation, Sponsor will award the prize to an entrant selected from among all valid and eligible entries received up to the time of such Force Majeure event.

COMPUTERIZED ONLINE REGISTRATION: This Sweepstakes is intended for viewing and official entries in Southern California only and shall be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you do not reside in Southern California (see list of eligible counties above in "Eligibility") and you are not a legal U.S. resident. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. If for any reason, the computerized entry portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, then Sponsor reserves the right to cancel, terminate, modify, or suspend the Sweepstakes. In the event of cancellation, Sponsor will award the prize to an entrant selected from among all valid and eligible entries received up to the time of such. Each entry must be manually key-stroked and manually entered by the individual entrant. Repetitive automated electronic submission of entries is specifically prohibited, and any such entries will be disqualified. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute, the potential winner may be required to provide proof that he/she is the authorized account holder of the identified e-mail account, and Sponsor's decision will be final. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including any error that may result in an erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any computer equipment or software that results in loss of entry. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

DISPUTES; GOVERNING LAW. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York. **THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY**

AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

PRIVACY: 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 which can be found at: http://www.mbusa.com/mercedes/policies/privacy_statement. By entering the Sweepstakes, each entrant hereby agrees to Sponsors' collection and usage of his/her personal information as set forth in the Sponsor's Privacy Policy and acknowledges that he/she has read the terms of Sponsor's privacy policy.