

## **Franklin Powers My Business Contest – Official Rules**

**No purchase necessary to enter or win.** Product purchase will not increase chances of winning a prize.

Sponsored by: Franklin Fueling Systems, 3760 Marsh Rd., Madison, WI 53718, a division of Franklin Electric Co., Inc., ("Promoter") 400 E. Spring St., Bluffton, Indiana 46714.

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### **1. ELIGIBILITY**

The Franklin Powers My Business Contest (the "Promotion") is offered and open to individuals at least 18 years of age at time of entry. Employees of Franklin Electric Co., Inc., and any of its subsidiaries or affiliates, their advertising and promotion agencies, panel judges and the immediate family or members of the households of such employees are not eligible. By entering, you agree to these Official Rules and the decisions of the Sponsor and Promoter, which are final and binding in all respects.

**Void where prohibited.**

### **2. PROMOTIONAL PERIOD**

Promotional period begins on November 7, 2011 and ends on February 29, 2012. Individuals may submit entries on-line throughout the promotional period. At the end of the Promotional Period, Franklin Fueling Systems will select the top ten (10) individual submissions. The winner will be notified the week of March 5, 2011.

### **3. PRIZE/ODDS**

The Prizes will be awarded at the end of the Promotional Period. The top ten (10) individual submissions will each receive an iPad™. A Grand Prize Winner will be selected from these top ten (10) individual submissions. This Grand Prize Winner will receive a Franklin Fueling Systems Cutaway Submersible Pump valued at \$750.00 for display at their place of business.

Ten (10) iPads™ will be awarded, valued at \$555.00 each.

One (1) Franklin Fueling Systems Submersible Pump Cutaway will be awarded, valued at \$750.00.

Each eligible individual, as defined in Section 1 above, will receive a Franklin Powers My Business hat, valued at \$5.00 each.

Odds of winning dependent upon number of eligible entries received. No assignment, transfer or substitution of prize is permitted. All prize values are expressed in U.S. Dollars.

**Winner assumes all liability of prize upon acceptance.**

#### **4. ENTRY**

Entries received by online submission only will be accepted.

Entrants may submit entries online at [www.franklinfueling.com/motor](http://www.franklinfueling.com/motor). Entries will be accepted until 11:59pm CST on February 29, 2012. Any entrant who attempts to participate with multiple identities or uses any device or artifice to obtain more than the maximum number of entries may be disqualified. All complete entries will be considered by Franklin Fueling Systems.

#### **6. GENERAL CONDITIONS**

Winner grants to Sponsor, and those acting pursuant to its direction or control, (and agree to confirm such grant in writing upon request), the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the online, at any time or times, the winner's name, portrait, picture, voice, likeness, biographical information, and all information, opinions, comments and testimonials submitted as part of the Franklin Powers My Business Contest, as news or information and for advertising, trade and promotional purposes without additional consideration and without notification, review or approval.

**Participants release and agree to hold harmless Sponsor, Promoter, its agents, officials, and employees, Sponsor's advertising and promotion agencies and their respective directors, officers, employees, representatives and agents from any and all liability, claims and suits (including court costs, attorney's fees, and other expenses) for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prizes, participation in this Promotion, or participation in any Promotion-related activity.**

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, to be acting in violation of the Official Rules, to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods and persons using any such methods will be disqualified.

If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right to cancel, terminate, modify or suspend the Promotion and re-convene it's panel of judges to re-award the Prizes to eligible non-suspect entries received as of the termination date. If the Promotion is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted at [www.franklinfueling.com/motor](http://www.franklinfueling.com/motor).

ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM THOSE RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

## **7. LIMITATIONS OF LIABILITY**

Sponsor is not responsible for late, lost, illegible, misdirected, stolen, undelivered, separated due entries or mail-in entries, and 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 its web sites. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the internet or at any Web site, or any combination thereof.

IN NO EVENT WILL SPONSOR, PROMOTER, ITS AGENTS, OFFICIALS, AND EMPLOYEES, SPONSOR'S ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS PROMOTION, ACCESS TO AND USE OF INTERNET SITE **WWW.FRANKLINFUELING.COM/MOTOR** OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE AND IN THIS PROMOTION IS 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.

## **8. ARBITRATION AND DISPUTES**

As a condition of participating in this Promotion, participant agrees that any and all disputes which cannot be resolved between the parties, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the determination of winners shall be resolved individually, without resort to any form of class action exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then effective. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Indiana, U.S.A., without giving effect to the conflict of laws rules thereof, and all proceedings shall take place in that State in the City of Fort Wayne, County of Allen.

## **9. WINNERS LIST AND OFFICIAL RULES**

Winners List: May be viewed at [www.franklinfueling.com/motor](http://www.franklinfueling.com/motor) as of March 5, 2012 or write to Franklin Powers My

Business, Winners List, 3760 Marsh Road, Madison, WI 53718. Enclose a self-addressed stamped envelope for return.

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