

## BILSTEIN CONTEST OFFICIAL RULES - NO PURCHASE NECESSARY

1. **BILSTEIN CONTEST.** ThyssenKrupp Bilstein of America, Inc., (“BILSTEIN”) a worldwide leader in gas pressure and other shock absorber products will be giving away one (1) set of BILSTEIN shocks.
2. **CONTEST PERIOD.** The Contest submission period shall open on April 8, 2016 and close on December 31, 2016, at 7:30 am PT.
3. **ELIGIBILITY.** Only one entry per person, per email address. The Contest is open to legal residents of one of the 50 United States or the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. and foreign territories and possessions (the “Eligibility Area”), and Canada (excluding Quebec, where it is void) who are 18 years of age or older at the time of entry and have the ability to enter into valid contracts in their personal jurisdiction of residence. Only individuals may enter; no entry form from any corporation or other entity shall be accepted. To accept the prize, the entrant must assume responsibility for taxes, permits or fees associated with the Grand Prize. The Contest is VOID outside of the Eligibility Area and where otherwise taxed, prohibited or restricted. Employees, officers, and directors of BILSTEIN, its parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment, marketing agencies, public relation firms, consultants and contractors, their immediate families (defined as spouse, child, sibling, parent or grandparent) and those living in their same households are ineligible to participate in the contest. No purchase or payment of any kind is necessary to enter or win the contest.
4. **HOW TO ENTER.** To enter, visit our Contest page and complete the form. All entry information must be complete. Entries received before or after the close of the Contest Period will be discarded and deemed VOID. Entrants are subject to, and must comply with all Terms and Conditions.
5. **ODDS OF WINNING.** The odds of winning are determined by, and depend upon the total number of eligible entries received.
6. **SELECTION OF THE WINNER.** After the Contest closes on December 31, 2016, at 7:30am PT, BILSTEIN will randomly select one (1) winner from the list of entrants. The Contest is open to the public; provided however that only one entry per person per email address will be permitted. A winner will be notified and will not be publicly announced. The Winner is subject to entry verification and compliance with these Rules and Terms and Conditions. If the Winner does not claim the Prize within six (6) months, the Prize is forfeited. Acceptance of the Prize constitutes permission for BILSTEIN, its parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment, marketing agencies, public relation firms, consultants and contractors the right to use and publish his or her name and state of residence in connection with the Contest.
7. **PRIZE.** Winner will receive one (1) set of BILSTEIN shocks, up to a value of \$1200 USD (MSRP). There shall be no substitutions, exchanges or refunds, except as may be determined by BILSTEIN in its sole discretion. Prize will be delivered by mail.

8. **LIMITATION OF LIABILITY. READ THIS BEFORE ENTERING.** By entering, Entrant agrees to these Official Rules, and any decision by BILSTEIN pertaining to the interpretation and application of the Rules shall be final and binding. Entrant further understands, acknowledges, and agrees that BILSTEIN has made no warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Prize, and shall not be liable for the same, exception where provided by law. ENTRANT UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT OFF-ROAD MOTOR VEHICLE ACTIVITY IS DANGEROUS, AND THAT THERE IS A RISK HE OR SHE COULD BE SERIOUSLY INJURED, MAIMED OR KILLED AS A RESULT OF HIS OR HER PARTICIPATION SUCH ACTIVITIES. BY PARTICIPATING IN THIS CONTEST, ENTRANT RELEASES BILSTEIN AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, INSURERS, SUBSIDIARIES, PARENT COMPANIES, NETWORK, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATION FIRMS, CONSULTANTS, CONTRACTORS AND ALL OTHER PERSONS, FIRMS OR ENTITIES ACTING ON THEIR BEHALF, FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES OR LOSSES TO PERSONS (INCLUDING DEATH) AND PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, ENJOYMENT, USE OR MISUSE OF A PRIZE, OR OTHERWISE ARISING OUT OF PARTICIPATION IN THIS CONTEST. BILSTEIN EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INJURY OR LOSS TO ANY PERSON OR PROPERTY RELATING OR ARISING OUT OF THE RECEIPT AND USE OF THE PRIZE, EXCEPT AS PROVIDED IN BILSTEIN'S STANDARD EXPRESS WARRANTY THAT ACCOMPANIES THE SUBJECT SHOCK ABSORBERS. IN NO EVENT WILL BILSTEIN OR ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, ATTORNEYS EMPLOYEES, AFFILIATES, INSURERS, SUBSIDIARIES, PARENT COMPANIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATION FIRMS, CONSULTANTS, CONTRACTORS AND ALL OTHER PERSONS, FIRMS OR ENTITIES ACTING ON ITS BEHALF, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE AWARDED IN THIS CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, BODILY INJURY, DEATH, ADVERTISING INJURY, AND/OR PROPERTY DAMAGE, AS WELL AS ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY.
9. **FORCE MAJEURE.** BILSTEIN shall be excused from the performance of any obligation owing Entrant arising out of the Contest in the event of any occurrence beyond its reasonable control, including without limitation and by way of example only, weather, flood, earthquake, war, terrorism or threat thereof, or act of God.
10. **ENTIRE AGREEMENT; MODIFICATION AND WAIVER.** These Official Rules constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior or contemporaneous agreements, representations or understandings by and between the Parties, whether written or oral, are superseded and merged herein. No supplement, amendment or modification of this Agreement shall be valid or binding unless in writing and executed by both Parties. BILSTEIN shall not be deemed to have waived any provision in these Rules, unless specifically agreed to in writing and signed by the Party affecting the waiver. No waiver of any provision of these Rules shall be deemed to constitute a continuing waiver of that provision, nor shall it be deemed to constitute a waiver of any other provision.

11. **GOVERNING LAW.** Any claims demands or causes of action arising out of the Contest or these Rules shall be governed by the laws of the State of California, regardless of choice of law considerations. Notwithstanding the foregoing, any lawsuit arising out of the Contest or these Rules shall be brought within one (1) year of the alleged wrongful act. Each Entrant waives any and all objections to the jurisdiction of the California courts and submits solely to the jurisdiction of the California courts to resolve any dispute arising out of the Contest or these Rules. Any arbitration, suit or other proceeding arising out of the Contest or these Rules shall be resolved in the Superior Court for the County of San Diego, State of California.
12. **SEVERABILITY.** Should any provision of these Rules be declared by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal and/or invalid part, term, or provision shall be deemed not to be a part of these Rules.
13. **PRIVACY POLICY.** ThyssenKrupp Bilstein of America is dedicated to protecting your privacy while you are using or accessing the Site. This Privacy Statement applies solely to the ThyssenKrupp Bilstein of America Site. Once you enter another web site, via a link provided on the Site or by other methods, ThyssenKrupp Bilstein of America is no longer responsible for the privacy practices of the linked site. You should review the privacy statements of those web sites as posted on the individual web sites. ThyssenKrupp Bilstein of America reserves the right to collect use and user statistics from the Site. Use and user statistics will be used to track information such as visitor interests, which may be used to enhance and improve the Site in the future; however, such use and user statistics do not include personally identifiable information. Generally, no personally identifiable information is tracked or collected on the generally accessible portions of the Site, unless you voluntarily provide such information to ThyssenKrupp Bilstein of America via web forms or surveys on the Site. However, if you access certain portions of the Site by using a particular account authorized by ThyssenKrupp BILSTEIN of America and/or a user name and password created by the account holder, certain information including your user name and password will be collected and identified with the information ThyssenKrupp Bilstein of America has on file for that user name, and the information and materials you access and actions you take while logged on with that user name, will be tracked by ThyssenKrupp Bilstein of America. ThyssenKrupp Bilstein of America does not sell or otherwise distribute names or other personally identifiable information to third parties for direct marketing, sales or any other purposes. Except as noted herein, any personally identifiable information received by ThyssenKrupp Bilstein of America is used solely for internal ThyssenKrupp Bilstein of America purposes and is not shared with any nonaffiliated organizations. Any personally identifiable information collected by this Site will be used solely for the purposes stated by the specific web form or survey the user consented to. This could include periodic promotional emails. If at any time, the user wishes to unsubscribe from receiving emails, access to manage the user's subscription is included in each email from the company. The Site is not designed or intended to attract children under the age of 13. ThyssenKrupp Bilstein of America does not collect any personally identifiable information, whether or not such information is voluntarily provided, from any person it actually knows is under the age of 13. If a parent or guardian accesses the Site on behalf of a person under the age of 13, that parent or guardian is responsible for protecting that child's personally identifiable information.