

**AAA SOUTH DAKOTA**  
**Member Discount \$100 AMEX Gift Card Contest**  
**OFFICIAL RULES**  
**NO PURCHASE NECESSARY**

The Member Discount \$100 American Express Gift Card Contest begins October 29, 2009 and ends December 31, 2009. Sponsored by AAA South Dakota, 2121 E. 15th Street, Tulsa, OK 74104 (the "Sponsor").

**1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**2. ELIGIBILITY.** United States law governs this Contest. From the time of entry through the final date of prize fulfillment, each contest entrant and winner must be a legal resident of the State of Arizona and 18 years of age or older. **VOID IN ALL JURISDICTIONS WHERE PROHIBITED OR RESTRICTED BY LAW.** Employees, officers, directors, agents and representatives of AAA South Dakota, their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, promotion partners and any entity involved in the development, production, implementation, administration or fulfillment of this Sweepstakes and the immediate family members (e.g., spouse, mother, father, sister, brother, uncle, aunt, nephew, niece, grandparent, in-law, daughter and son, regardless of where they live) and persons living in the same household (whether or not related) of such individuals are not eligible to participate or win. All decisions of the Sponsor with respect to this Sweepstakes are final.

**3. ENTRY.** Entry into this Member Discount \$100 American Express gift card contest accomplished by **entering online at [aaa.com](http://aaa.com) through AAA's E-update and Member Discount eNewsletter.** Entry may also be received by mailing a postcard to be received by **December 31, 2009 at 12:00 noon MST. Postcard to be mailed to "Member Discount \$100 American Express Gift Card Contest, AAA South Dakota, 2121 E. 15th Street, Tulsa, OK 74104. Postcard may also be received in person at the above location by December 31, 2009 by 12:00 noon MST.** Only one entry per household will be accepted.

**4. SELECTION OF WINNERS.** The winner will be selected on or about January 15, 2010, by random drawing of all eligible entries received. The random drawing will be held under the supervision of the Sponsor, whose decisions shall be final in all matters. The selected entrant will be notified by phone or mail and may be required to complete, execute and return an affidavit of eligibility and liability/publicity release ("Affidavit"). Failure by the selected entrant to sign and return any such forms within 2 days of delivery to his or her address via Federal Express envelope (to be sent to the winner by the Sponsor) or the return of notification, prize information or the prize as undeliverable may result in a disqualification of the selected entrant as a potential Prize Winner. Upon any such disqualification, an alternate sweepstakes entrant shall be selected by random drawing conducted by the Sponsor. Acceptance of any prize constitutes the prize winner's permission to use such person's name, picture, likeness and address for promotional or advertising purposes in connection with this Sweepstakes without further compensation or permission except where prohibited by law. Entries become the property of the

Sponsor and will neither be acknowledged nor returned. All entries are subject to verification prior to awarding of prizes.

5. **PRIZE PACKAGE.** One winner will be selected and will receive one \$100 American Express Gift Card Contest. Total prize value is approximately \$100. The prize package must be fully utilized on and by December 31, 2010. Additional terms and conditions will be provided on the prize certificate when awarded. Prizes are not transferable, and no cash or prize substitution is allowed.

6. **ODDS OF WINNING. MANY WILL ENTER. FEW WILL WIN.** Odds of winning a prize are determined by the total number of eligible entries receive.

7. **RESTRICTIONS.** The prize package consists of only those items specifically described as part of the prize package. The Sponsor will not replace any lost or stolen prize items once in the winner's possession. If prize cannot be awarded due to circumstances beyond the control of the Sponsor, a substitute prize of equal or greater retail value will be awarded. The Sponsor shall not be liable to the winner or any person claiming through the winner for failure to supply the prize package or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond the Sponsor's sole control (collectively, "Force Majeure Event"). The Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the performers/events, rail carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof such as changes in services or accommodations necessitated by same. If the winner becomes disabled or cannot otherwise fully enjoy the sweepstakes prize package due to illness, the Sponsor shall have the option of: (1) being relieved of liability for fulfillment of the prize award or (2) may, at its sole discretion, extend the period during which such prize may be awarded for a period equal to the duration of the winner's disability or illness. The winner must prove such disability by a doctor's certificate, which certificate shall be endorsed by another physician agreeable to the Sponsor and the winner at the winner's expense.

8. **CONDITIONS.** By entering this Member Discount \$100 American Express Gift Card Contest, entrants agree to be bound by the Official Rules and that the Sponsor has the right to use in perpetuity entrants' names, likenesses, photographs, voices, biographical and prize information, and entry materials, without notice to entrants and without compensation or obligation, in any and all media now or hereafter known throughout the world, in any manner whatsoever, to advertise and promote the Sponsor, its products and services, the Sweepstakes, and for any other purpose except where prohibited by law. Entrant waives the right to assert as a cost of winning a prize any and all costs of verification and redemption of said prize and any liability which might arise from redeeming or seeking to redeem said prize. If the Sweepstakes is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical limitations or

failures, any Force Majeure Event or any other cause which, in the sole opinion of the Sponsor, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Sweepstakes, the Sponsor reserves the right, in its sole and absolute discretion, to modify these Official Rules and/or to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and to select a winner from among all eligible entries received by the Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable. The Sponsor reserves the right at its sole discretion to disqualify any individual who (i) tampers or attempts to tamper with the entry process or the operations of this Sweepstakes in any manner, (ii) violates the Official Rules, or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND/OR DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Any expenses and receipt and use of the prize and federal, state and local taxes and fees applicable in connection with the prize awarded are the sole responsibility of the winner. This Sweepstakes is subject to all federal, state and local laws of the United States. **VOID WHERE PROHIBITED.** The Sponsor, its officers, directors, parent companies, affiliates, subsidiaries and advertising and promotion agencies are not responsible for and shall not be liable for (i) any injuries, losses or damages of any kind caused by a prize resulting from acceptance, possession or usage of the prize, or (ii) printing, distribution or production errors. The Sponsor or its affiliates may rescind any promotion found to contain such errors without liability at their sole discretion.

9. **ARBITRATION.** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA office in Tulsa, Oklahoma; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. The parties shall split all AAA's charges associated with the arbitration and the parties shall bear their respective other costs and attorneys' fees. The arbitrator shall apply, as applicable, federal or Oklahoma substantive law and law of remedies. The parties shall be entitled to discovery of essential documents and witnesses as determined by the arbitrator. In reaching a decision, which shall set forth in writing the basis therefor, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of these Official Rules, but shall have the authority to order injunctive and/or other equitable relief. A judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any party may bring an action in any court of competent jurisdiction, if necessary, to compel

arbitration under this arbitration provision, to obtain preliminary relief in support of claims to be prosecuted in arbitration or to enforce an arbitration award.

10. **OFFICIAL RULES AND WINNERS LIST.** For a copy of the Official Rules or a list of the name and address of the winner, send a 3" x 5" postcard request within one (1) year of the conclusion of the Member Discount \$100 American Express Gift Card Contest to: "MEMBER DISCOUNT \$100 AMEX GIFT CARD CONTEST" AAA South Dakota," Official Rules OR Winner List AAA South Dakota, 2121 E, 15th Street, Tulsa, OK 74104. ANY ENVELOPE REQUESTS SUBMITTED WILL BE AUTOMATICALLY DESTROYED WITHOUT OPENING.