

# Clean. Easy. Red Promotion

## OFFICIAL RULES

**YOU HAVE NOT WON. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE IN THIS GIVEAWAY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS GIVEAWAY IS VOID WHERE PROHIBITED.**

1. **ELIGIBILITY:** The **Clean. Easy. Red** ("Giveaway") is open to legal residents of the (50) United States and the District of Columbia who are eighteen (18) years or older and have a valid drivers license and automobile insurance at the time of entry and legal residents of Canada who have reached the age of majority in their respective provinces and have a valid drivers license and automobile insurance at the time of entry ("Eligible Participants"). Not eligible are employees of Micro Air Clean Air Systems or Metal-Fab, Inc., its respective parents, subsidiaries, affiliated companies, advertising and promotion agencies, distributors, dealers and independent representative agencies and the immediate families (spouse, parents, siblings, children and each of their spouses regardless of where they live) and persons living in the households of each of these individuals, whether related or not. Any web pages, advertisements and promotional materials relating to the Giveaway are intended for viewing only within the geographic area described above and by Eligible Participants. You are not authorized to participate in the Giveaway unless you are located within the geographic area described above and are an eligible participant. By entering, you agree to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. This Giveaway is void where prohibited.
2. **SPONSOR AND ADMINISTRATOR:** The sponsor and administrator of the Giveaway is Metal-Fab, Inc. and Micro Air Clean Air Systems ("Sponsor"), 2009 South West Street, Wichita, KS 67213.
3. **PROMOTIONAL PERIOD:** The Giveaway begins on September 1, 2005, at 12:01 A.M. Central Daylight Time ("CDT"), and ends on November 16, 2005, at 3:00 P.M. CDT.
4. **ENTRY: You can enter the Giveaway in one of three ways. (a) Outlet Entry:** Complete an official postage prepaid and pre-addressed entry form found at participating distributors selling products of Micro Air Clean Air Systems and send it via U.S. or Canadian mail. **(b) Internet Entry:** Log onto [www.microaironline.com](http://www.microaironline.com) or [www.iwantred.com](http://www.iwantred.com) to fill out the online entry form and submit it in accordance with the on-screen directions. **(c) Obtain a Mail-in Entry Form:** Call 1-866-566-4276, leave your name and mailing address and Sponsor will send you an official entry form. Complete the official postage prepaid and pre-addressed entry form and send it via U.S. or Canadian mail. All entries must be received by Sponsor no later than 3:00 P.M. CDT on November 16, 2005. Only one entry per person and per household, regardless of the entry method used. Multiple entries may disqualify you from eligibility to enter the Giveaway. In the event duplicate entries are received from any person or e-mail address, the first entry processed will be considered the only valid entry received. In the event of a dispute, Internet entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by the Internet access provider, on-line service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with that e-mail address. Sponsor, each of its respective parents, subsidiaries, affiliated companies, agents and advertising and promotion agencies including each of its respective officers, directors, agents and employees ("Giveaway Entities"), are not responsible for outlet or mail entries that are late, lost, damaged, destroyed, misdirected, undeliverable, illegible, inaudible,

incomplete, incorrectly addressed or delivered postage-due, whether or not delivered by a potential Giveaway entrant, or for failure for any reason of on-line or Internet entries, including without limitation: failures of any software or hardware of any kind, telecommunications and/or transmissions failures of any kind, incomplete or garbled telecommunications transmissions resulting from any reason, problems with Internet network servers or providers including, without limitation, problems resulting from technical malfunctions or telecommunications congestion on the Internet or on any web site, or any combination thereof. Giveaway Entities are not responsible for any injury or damage to a Giveaway participant's or any person's computer software or hardware related to or resulting from filling out on-line Giveaway entry forms or downloading any material related to the Giveaway. All entries become the sole property of Sponsor and will not be returned. Sponsor will not confirm receipt of entries. By filling out an official entry form, each participant agrees that Sponsor may, except where prohibited by law, use any information provided on such entry form to administer the Giveaway and for marketing or promotional purposes.

**PRIZES:** A total of one (1) prize will be awarded in the Giveaway.

**Grand Prize:** One (1) Grand Prize consisting of one Micro Air TM1000 (manufacturer's suggested retail price \$8,200).

Total verifiable retail value of all prizes is \$8,200. Any prize shown or described in any promotional materials or at any trade shows are for illustration purposes only. The actual prize delivered may differ. *As provided below in Rule 7(e), Sponsor reserves the right to substitute any prize for a similar prize of equal or greater verifiable retail value.*

6. **RANDOM DRAWING AND NOTIFICATION:** Potential winners will be selected in a random drawing conducted by Sponsor on **November 16, 2005** at FABTECH, McCormick Place (Chicago, IL) from all eligible entries received. The first eligible entry drawn will be the potential Grand Prize winner. A potential Grand Prize winner will be notified by overnight courier and by telephone on or about **November 16, 2005** by a representative of Sponsor. If a potential Grand Prize winner cannot be reached within three (3) calendar days of the first notification attempt or any Grand Prize notification is returned as undeliverable, that potential winner may be deemed ineligible and an alternate potential winner will be randomly selected from the remaining eligible entries. The potential Grand Prize winner will be required to complete an Affidavit of Eligibility/Release of Liability and Publicity Release which must be completed, signed, notarized and returned to Sponsor within five (5) calendar days from the date of notification letter via overnight prepaid courier provided. If documents are not returned on a timely basis, the potential Grand Prize winner may be deemed ineligible and an alternate potential winner will be randomly selected from all remaining eligible entries.
7. **PRIZE CONDITIONS AND RESTRICTIONS:** (a) Sponsor is responsible for any shipping and handling charges related to delivery of the prize. (b) Prize winners are responsible for all expenses not attributable to Sponsor in these Official Rules that are incurred as a result of claiming a prize, including without limitation, all federal, state, provincial, local or other taxes or fees, all registration, title and insurance fees, the cost of any upgrade, optional equipment or changes made to any prize after award of such prize, and any other expenses of whatever sort. **All Giveaway participants should seek independent advice regarding tax and other liabilities associated with the prize.** (c) Winner of the Grand Prize must provide proof of a valid driver's license and automobile insurance before taking possession of the Grand Prize or such prize will be deemed forfeited and awarded to an alternate winner from the remaining eligible entries in a separate random drawing. (d) Prizes must be accepted as delivered. Prizes are not transferable or redeemable for cash or credit and except as provided in Rule 5 and immediately below no prize substitutions are allowed. (e) If events beyond the control of Sponsor make a

prize or prizes unavailable for delivery to the winner within a reasonable time or as otherwise as provided by applicable law, Sponsor reserves the right to substitute in Sponsor's reasonable discretion a similar prize or prizes of equal or greater verifiable retail value. **(f)** Before taking possession of a prize, all prize winners agree to provide any and all information or documentation relating to award of prizes that is necessary for preparation of Sponsor's taxes or otherwise reasonably necessary for the maintenance of Sponsor's records, including without limitation, W-9 (Request for Taxpayer Identification) forms.

8. **ODDS:** The odds of winning a prize depend on the total number of eligible entries received.
9. **GENERAL CONDITIONS:** This Giveaway is subject to all applicable federal state, provincial and local laws and regulations. By participating, you: **(a)** agree to these Official Rules and the decisions of Sponsor, which shall be final in all respects; **(b)** agree to release, discharge and hold harmless Giveaway Entities from any and all obligations, losses, damages, penalties, claims, actions, suits, costs and other expenses of any kind whatsoever for any property damage, injury or death to you or any third person arising therefrom, or in connection with your participation in the contest, or from the acceptance, use or misuse of any prize awarded in the Giveaway; and **(c)** acknowledge that Giveaway Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including without limitation, its quality. To win, all selected Canadian resident entrants must first have correctly answered, unaided, a time limited skill testing question to be administered by e-mail or telephone by Sponsor at a prearranged mutually convenient time. By accepting a prize, each winner thereby agrees, except where otherwise prohibited by law, to Sponsor's use of such winner's name, photograph, likeness, biographical information and city, street and state or province address on a worldwide basis and in all forms of media in perpetuity, without compensation. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be in violation of the Official Rules. Sponsor may deem ineligible any potential Giveaway entrant from participating in the Giveaway or winning a prize if it determines in its sole discretion that the potential entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any Giveaway participants or any representatives of Giveaway Entities. If for any reason this Giveaway is not capable of being conducted as planned, including for reason of computer virus, technical failure, bugs, tampering, unauthorized intervention, fraud, human error or any other reason beyond the control of Sponsor which corrupts the administration, security, fairness, integrity or proper conduct of the Giveaway, Sponsor in its sole discretion reserves the right to cancel, terminate, modify or suspend the Giveaway. ANY ATTEMPT BY A PARTICIPANT OR POTENTIAL PARTICIPANT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT OR POTENTIAL PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**Residents of Quebec:** The right is reserved to terminate or withdraw this contest at any time without prior notice with approval from the Régie des alcools, des courses et des jeux. Any litigation including residents of Quebec respecting the conduct and awarding of

a prize in this publicity contest may be submitted to the Régie des alcools, des courses et des jeux, 1 rue Notre-Dame Est, 9 etage, Montreal, Quebec H2Y 1B6.]

10. **DISPUTES:** Each Giveaway entrant agrees **(a)** that any dispute arising out of or relating to this Giveaway or these Official Rules shall be resolved individually and without resort to any class action, and any judicial proceeding shall take place in a federal or state court within the State of Kansas, Sedgwick County, and **(b)** to waive all rights to claim punitive, incidental and consequential damages (including attorneys' fees), other than actual out-of-pocket expenses (i.e., expenses associated with participating in this Giveaway) and any and all rights to have such claims multiplied or otherwise increased. All issues, questions or controversies concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants in this Giveaway shall be governed and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Kansas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than that of the State of Kansas.
11. **RULES/WINNER INFORMATION:** For a copy of these Official Rules send a self-addressed stamped envelope specifying "Giveaway Rules," 2009 South West Street, Wichita, KS 67213. For a copy of the winners list, send a self-addressed envelope specifying "Giveaway Winners List" to: 2009 South West Street, Wichita, KS 67213. Winner information will be available on or about November 20, 2005. The Official Rules and winners list will also be available on-line at [www.iwantred.com](http://www.iwantred.com)



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