

Actron® and Sunpro® "Muscle Car" Sweepstakes OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

DATES OF PROMOTION: The Actron® and Sunpro® "Muscle Car" Sweepstakes (the "Promotion") begins on June 1, 2008 and ends on November 30, 2008 (the "Promotion Period"), subject to the hours of operation of participating retail locations (including AutoZone®, Advance Auto Parts®, Pep Boys® and Sears®) and events as outlined under the "Event Schedule" Section of these official rules.

ELIGIBILITY: The Promotion is open to legal U.S. residents residing in any of the 50 United States or the District of Columbia, who are 18 years of age or older and have a unique, personal and valid social security number at the time of entry. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the Actron® and Sunpro® Brands of SPX Corporation (the "Sponsor"), and each of their respective parent companies, divisions, affiliates, contractors, subsidiaries, distributors, sales representatives, retailers, advertising and promotion agencies, and any others, engaged in the development, production, execution or distribution, of this Promotion including, but not limited to, the entities supplying the Prizes herein (the "Promotion Entities"), are not eligible to participate. Promotion is void in Puerto Rico, U.S. territories and possessions outside of the United States, and where restricted or prohibited by law.

HOW TO ENTER: There are three (3) ways to enter. Regardless of the method chosen to enter the Promotion, there is a limit of one (1) entry per person during the Promotion Period.

1. **In Store Entry:** Visit any participating retail location during the Promotion Period and purchase one (1) Sunpro® brand product or one (1) Actron® brand product to receive an official entry form. Then complete the official entry form in its entirety including your full name, home address, city, state, zip code, telephone number (including area code), date of birth, and email address (if available) and write the UPC code number of the product you purchased on your original receipt. Then mail the official entry form and original receipt to: Muscle Car Sweepstakes, 90 Rockwood Place, Rochester, NY 14610. Entries obtained via In Store Entry must be postmarked by December 1, 2008 and received no later than December 9, 2008 to be considered eligible.

2. **EVENT Entry:** Visit the Sunpro® / Actron® display at any participating event held during the Promotion Period and complete the official entry form in its entirety, including your full name, address, city, state, zip code, telephone number (including area code), date of birth, and email address (if available) and submit your entry in the entry box found at the Sunpro® / Actron® display.

2. **Mail entry:** On a plain 3" x 5" card, legibly handprint or type your first name, last name, address, city, state, zip code, telephone number (including area code), date of birth and email address (if available). Then, mail your 3" x 5" card in a postage-affixed sealed envelope to: Muscle Car AMOE, 90 Rockwood Place, Rochester, NY 14610. Entries submitted via Mail Entry must be postmarked by December 1, 2008 and received no later than December 9, 2008 to be considered eligible. Each envelope is considered one (1) entry.

No mechanically or programmatically reproduced entries are permitted. Neither the Sponsor nor Promotion Entities will verify receipt of entries for entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged mailed entries.

DRAWING: On or about December 19, 2008 one (1) Grand Prize winner will be selected from amongst all eligible entries received in a random drawing conducted by the National Sweepstakes Company, an independent judging organization, whose decisions are based upon their sole discretion and interpretation of these official rules and are final and binding in all respects. Odds of winning are dependent upon the total number of eligible entries received. The Potential Grand Prize winner will be notified by phone, email or mail. Potential winning notifications will not be left on answering machines.

PRIZE: One (1) Grand Prize of a 1969 Dodge Coronet R/T 440 Magnum will be awarded having an Approximate Retail Value (the "ARV") of \$40,000. Vehicle Make, Model, Color, Options and accessories to be determined at the sole discretion of the Sponsor. Winner must have and provide a valid US Driver's License and provide proof of existing Car Insurance Coverage (comprehensive or Liability) at time of delivery. Grand Prize winner is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. The Grand Prize is taxable as income and all taxes associated with the Grand Prize are the sole responsibility of the Grand Prize winner. Grand Prize winner will be solely responsible for any applicable registration, license, title and insurance fees, all taxes (federal, state, local and/or income) and any expenses not listed herein related to the acceptance and use of the Grand Prize. No prize substitution or cash redemption, except at Sponsor's sole discretion. Prize not transferable prior to award. Sponsor reserves the right to substitute a prize of equal or greater value. Any difference in the stated ARV and the actual value of the Grand Prize will not be awarded. No more than the number of prizes set forth in these Official Rules will be awarded. All prizes will be awarded.

Names of prize manufacturers are used solely for the purposes of identification of the prize. No endorsement, authorization, sponsorship, or approval of prize manufactures for this Promotion is intended or implied.

PRIZE CONDITIONS: Except where prohibited, potential Grand Prize Winner must sign and return within seven (7) days of receipt, an affidavit of eligibility/liability/publicity release (the "Release") and an IRS Form W-9 in order to claim their prize. If potential Grand Prize Winner fails to return the signed Release and/or IRS Form W-9 within seven (7) days of receiving it, potential Grand Prize Winner forfeits their right to the Prize and another winner will be selected. Potential Grand Prize Winner must report income to the Internal Revenue Service. In the event it is deemed during the verification process that potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the prize, potential Grand Prize Winner will be disqualified and another winner selected. Valid social security numbers will be determined by IRS requirements. Potential Grand Prize Winner consents to Sponsor's use of their names, likenesses, biographical information, and voices in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning a prize). All taxes on the Grand Prize are the sole responsibility of the Grand Prize winner.

GENERAL: By participating, entrants agree: [a] to abide by and be bound by these rules and decisions of Sponsor and judges which

shall be final in all respects relating to the Promotion, including without limitation the interpretation of these rules; [b] to release, discharge and hold harmless Sponsor, its franchisees, licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Promotion from any and all injuries, liability, losses, damages, rights, claims and actions of any kind including liability for personal injury or death resulting from their participation in the Promotion or their acceptance, use or misuse of a prize; and [c] if the winner, to the use of their name, voice, image and/or likenesses for advertising, publicity and promotional purposes by Sponsor and Sponsor's subsidiaries and affiliates without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, shall be void. Sponsor, its licensees, subsidiaries, affiliates, advertising agencies, promotional agencies and suppliers and any other individual or company involved in the development or execution of the Promotion and their respective directors, officers, shareholders and employees are not responsible and shall not be liable for late, lost, misdirected, mutilated, incomplete, illegible or postage-due entries or mail; or any condition caused by events beyond the control of the Sponsor that may cause the Promotion to be disrupted or corrupted. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Sponsor, or Promotion Entities. If for any reason this Promotion is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and randomly draw from those entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE WWW.MUSCLECARSWEEPSTAKES.COM (THE "WEBSITE") OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. If, for any reason whatsoever, this Promotion, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Promotion and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Entry information becomes property of Sponsor. All federal, state and local regulations apply.

WINNER'S LIST/RULE REQUEST: To receive a list of the Grand Prize Winner or an additional copy of these Official Rules, send a self-addressed, stamped business-size (#10) envelope by January 31, 2009 to: "Muscle Car Sweepstakes", P.O. Box 10505, Rochester, NY 14610. Please specify "Rules" or "Winner List." You may also view the rules at www.musclecarsweepstakes.com.

INDEPENDENT ADMINISTRATOR: This Promotion is being administered by The National Sweepstakes Company, 693 East Ave., Rochester, NY 14607, an independent judging organization, who is responsible for overseeing the awarding of all prizes, and whose decisions will be final regarding the conduct of this Promotion.

SPONSOR: This Promotion is being sponsored by the Actron® and Sunpro® Brands of SPX Corporation, 15825 Industrial Parkway, Cleveland, OH 44135. This offer shall not be published without the written permission of the Sponsor.

EVENT SCHEDULE:	Hours are subject to the time zone of each respective city and state listed.		
EVENT	LOCATION	DATE	Sunpro® / Actron® HOURS
Hot Rod Power Tour	Little Rock, AR	Saturday, 6/7/08	8:00 am - 7:00 pm
	Springfield, MO	Sunday, 6/8/08	10:00 am - 7:00 pm
	Topeka, KS	Monday, 6/9/08	10:00 am - 7:00 pm
	Lincoln, NE	Tuesday, 6/10/08	10:00 am - 7:00 pm
	Ames, IA	Wednesday, 6/11/08	10:00 am - 7:00 pm
	Rochester, MN	Thursday, 6/12/08	10:00 am - 7:00 pm
	Madison, WI	Friday, 6/13/08	10:00 am - 7:00 pm
	Madison, WI	Saturday, 6/14/08	8:00 am - 4:00 pm
Carlisle All Chrysler Nationals	Carlisle, PA	Friday, 7/11/08	7:00 am - 7:00 pm
	Carlisle, PA	Saturday 7/12/08	7:00 am - 5:00 pm
	Carlisle, PA	Sunday, 7/13/08	8:00 am - 12:00 pm
Mopar Nationals	Columbus, OH	Friday, 8/8/08	8:00 am - 7:00 pm
	Columbus, OH	Saturday, 8/9/08	8:00 am - 6:00 pm
	Columbus, OH	Sunday, 8/10/08	8:00 am - 6:00 pm
Blue Suede Cruise	Norwalk, OH	Friday, 9/5/08	8:00 am - 5:00 pm
	Norwalk, OH	Saturday, 9/6/08	8:00 am - 5:00 pm
	Norwalk, OH	Sunday, 9/7/08	8:00 am - 3:00 pm
East Coast Nationals	Rhinebeck, NY	Friday, 9/12/08	8:00 am - 5:00 pm
	Rhinebeck, NY	Saturday 9/13/08	8:00 am - 5:00 pm
	Rhinebeck, NY	Sunday, 9/14/08	8:00 am - 3:00 pm
South Eastern Nationals	Charlotte, NC	Friday, 10/24/08	8:00 am - 5:00 pm
	Charlotte, NC	Saturday, 10/25/08	8:00 am - 5:00 pm
	Charlotte, NC	Sunday, 10/26/08	8:00 am - 5:00 pm