

smart Car Sweepstakes ("Sweepstakes")
2010 OFFICIAL RULES

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES, AND SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. Eligibility Requirements: NOT OPEN TO THE GENERAL PUBLIC.** Open to architects, building officials, chimney sweeps, contractors, engineers and fireplace store employees who are legal residents of the 50 United States and the District of Columbia and 18 years of age or older. Employees, contractors, agents and distributors of Enervex, Inc. ("Sponsor") (collectively, "Sweepstakes Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse of "step" of each) and those living in the same households of each (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to participate.

- 2. Sweepstakes Period:** You may enter the Sweepstakes between January 1, 2011 at 12:00:01 am Eastern Time ("ET") and April 30, 2011 at 11:59:59 pm ET (the "Sweepstakes Period").

- 3. To Enter:** There are three (3) methods of entry: Online, at the Enervex booth at the 2011 AHR or HPBE Expos, and through an Enervex Representative. Online: Log on to www.enervex.com or www.chimneyfans.com (the "Web Sites") during the Sweepstakes Period and follow the on-screen directions to properly complete an online registration form. Once your registration form is complete, click the "Submit" button to receive one (1) entry into the Sweepstakes. At the Enervex booth at the 2011 AHR or HPBE Expos: Enter online at the Enervex booth, or pick up an official entry form at the Enervex Booth at the AHR Expo (January 31, 2011 to February 2, 2011) or at the HPB Expo (March 3, 2011 to March 5, 2011), while supplies last. Legibly hand-print your name, complete home address (no P.O. boxes please), daytime phone number, company name, type of business and title on the

entry form; you will also be asked to submit an answer to a simple question relating to the Sponsor's new name. Drop the completed entry form into the designated official entry box by end of tradeshow operation hours to receive one (1) entry into the Sweepstakes. Through an Enervex Representative: an Enervex Representative may provide you with an official entry form from on a visit to your location. Complete and return the entry form to the ENERVEX Representative by the end of his or her visit to receive one (1) entry into the Sweepstakes. All Entries: **Limit one (1) entry per person/email address throughout the Sweepstakes Period, regardless of method of entry.** Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, or any other methods will void that participant's entries and that participant may be disqualified. Automated methods of entry are prohibited and will result in disqualification. Sponsor is not responsible for entries that are late, lost, misdirected, mutilated, incomplete or illegible. Entries become the property of Sponsor and will not be returned.

4. **Drawing, Prizes and Prize Values:** One (1) Winner will be selected in a random drawing from all eligible entries received. Drawing will be conducted on or about May 13, 2011 by an independent judging organization, whose decisions shall be final and binding on all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received from all entry methods combined.

ONE (1) GRAND PRIZE: a 2010 smart fortwo® passion coupe car. Approximate Retail Value ("ARV"): \$13,990. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. Vehicle will be delivered solely with the express limited warranties provided by the manufacturer. Winner must have proof of a valid driver's license and evidence of required insurance to take delivery of vehicle; failure to show both may result in prize forfeiture and selection of an alternate winner. Winner will be responsible for all, title, license, and registration fees required in claiming the vehicle, applicable taxes as well as all other expenses relating to the receipt and use of vehicle, including any travel and transportation costs associated with taking delivery of the vehicle. All costs and expenses not specifically stated herein as being awarded are the sole responsibility of the Winner. Winner will be provided instructions to obtain his/her vehicle at a dealership near the Winner's residence at a time to be determined by Sponsor. Delivery of the vehicle is subject to manufacturer, distributor and dealer manufacturing, production and delivery schedules. smart fortwo® is a

registered trademark of smart USA Distributor, LLC. smart USA Distributor, LLC is not affiliated, associated or otherwise connected with this Sweepstakes.

- 5. General Conditions:** Potential winner is subject to verification, including verification of age. If potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winner will be disqualified. Sponsor's decisions shall be final and binding on all matters relating to the Sweepstakes. Winner is solely responsible for any taxes on their respective prizes, and will be issued an IRS Form 1099 for the value of the prize. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If the prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. No transfer of prize. By participating, entrants agree to these Official Rules and Sponsor's Privacy Policy which are final and binding in all respects. Unclaimed prizes will not be awarded. Potential grand prize winner will be contacted by mail and will be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the winner(s) names, city/state, likeness, or photography by Sponsor for advertising/publicity purposes, without further compensation) within ten (10) days of attempted notification or prize will be forfeited and awarded to an alternate winner. If the winner is an eligible minor in their state of residence, the prize will be awarded to the eligible minor's parent or legal guardian who must sign and complete the Affidavit of Eligibility/Liability Release, and, where lawful the Publicity Release on the minor's behalf. If for any reason the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize in a random manner to be determined by Sponsor. This Sweepstakes is offered only in the United States and is governed by the laws of the state of Georgia, and entrant consents to jurisdiction and venue in, and agrees that all claims and disputes must be resolved in, the federal or state courts in Fulton County, Georgia.

- 6. Limitations of Liability and Release:** No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems arising in connection with any of the following occurrences, without limitation, that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Sites in whole or in part for any reason; traffic congestion on the Internet or Web Sites; or unauthorized human or non-human intervention, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm. Sponsor is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Sites. Use of Web Sites is at user's own risk. Sponsor and the Sweepstakes Parties are not responsible for any personal injury or property damage or losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Web Sites or the download of any information from the Web Sites. By participating in the Sweepstakes, the entrant thereby releases Sponsor and Sweepstakes Parties from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Sweepstakes. By accepting a prize, recipient agrees that the Sponsor, Sweepstakes Parties, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by Winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of a prize, or any travel related thereto. Except if Winner is a resident of Tennessee, or where prohibited by law, by accepting prize, Winner grants permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.
- 7. Official Rules/Winners List Request:** For winner names, or Official Rules, send a self-addressed, stamped envelope, specifying "Official Rules" or "Winners List" request, for receipt by June 13, 2011 to: smart Car Sweepstakes "Official Rules" or "Winners List" Request, P.O. Box 1095, Elmhurst, IL 60126.
- 8. Sponsor:** ENERVEX, Inc., 1200 Northmeadow Parkway, Suite 180, Roswell, GA 30076.