

4th Annual NAPABA Law Foundation Sweepstakes

Official Rules

NO DONATION OR CONSIDERATION NECESSARY TO ENTER OR WIN. Any donation or other consideration will not improve your chances of winning. The 4th Annual NAPABA Law Foundation Sweepstakes (the "Sweepstakes") is only open to legal residents of the United States and the District of Columbia, age 21 years or older, except employees, officers and directors of NAPABA Law Foundation (the "Sponsor"), their immediate families or household members, Sponsor's agents, parents, subsidiaries, franchisees, advertising or promotion agencies, and affiliated entities, and their respective employees, officers and directors. Void wherever prohibited or restricted by law. Sweepstakes is subject to all federal, state and local laws and regulations and shall be governed by Massachusetts law. By entering the Sweepstakes, entrants agree to accept and be bound by all terms of these Official Rules.

HOW TO ENTER: Sponsor will conduct a national Sweepstakes from 5:00pm (ET) on Monday, September 28, 2009 until 9 pm (ET) on Saturday, November 21, 2009 (the "Promotional Period"). Employees and directors of the Sponsor may contact NAPABA members directly to encourage participation and collect entries in person or by mail. Entries also will be promoted and collected by hand at NAPABA's 2009 Annual Convention in Boston, Massachusetts ("2009 Annual Convention"). To be eligible, all Entries must be received by 9 pm (ET) on Saturday, November 21, 2009. All Entries must be submitted in the name of an individual person and prizes will only be awarded to the person whose name is on the winning Entry, regardless of e-mail account ownership or other circumstances. Suggested donation is \$25 per single Entry and \$100 for five Entries. A single free Entry may be requested by sending a self addressed stamped envelope with a request for Entry to NAPABA Law Foundation, 1612 K Street NW, Suite 1400, Washington, DC 20006. All Entries will be collected prior to the drawing at the 2009 Annual Convention.

All Entries will become the property of Sponsor and will not be acknowledged or returned. No mechanical reproductions, mass submissions, or submissions generated by a script or macro will be accepted by Sponsor and all such Entries will be deemed void. Sponsor is not responsible for misdirected, inaccurate, incomplete, lost, late, delayed, undelivered, damaged or illegible Entries, and all such Entries will be deemed void. Sponsor is also not responsible for technical, hardware, or software failures of any kind, or other errors or problems which may occur in connection with or relating to the Sweepstakes, whether computer, network, technical, mechanical, typographical, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the prizes, in any Sweepstakes-related materials or that may limit prize fulfillment or a participant's ability to enter the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or prematurely conclude the Sweepstakes should any malfunction, fraud, tampering, unauthorized intervention or other cause beyond their control corrupt the administration, security or proper operation of the Sweepstakes. False or deceptive Entries or acts will render the participant ineligible and Sponsor reserves the right to disqualify any participant who attempts to undermine the legitimate operation of the Sweepstakes, acting in a disruptive manner or violating these Official Rules. Any attempt by an individual to deliberately damage or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorneys' fees) from any such participant to the fullest extent of the law, including criminal prosecution.

HOW TO WIN: One (1) grand prize winner (the "Winner") will be randomly chosen by a representative of Sponsor on November 21, 2009 at the 2009 Annual Convention banquet dinner from all eligible Entries received throughout the Promotional Period. The decisions of the Sponsor will be final and binding on all participants in all matters related to the Sweepstakes. The odds of winning will depend on the total number of eligible Entries received throughout the Promotional Period. Winner will be notified by Sponsor within five (5) business days of the drawing via either the telephone number or e-mail address provided on his or her Official Entry. Winner must reply within five (5) days of notification either via email or by calling the phone number provided upon prize notification, or else an alternate winner will be selected. In the event that the Sweepstakes is canceled or ended prematurely due to the reasons set forth above, the Winner shall be randomly chosen by a representative of Sponsor from all eligible Entries received as of the time of the impairment.

PRIZE: The Winner will have a choice between the following two vehicles as the prize (the "Prize"): (i) a 2010 Mercedes-Benz SLK300, which will be equipped with a Harmon Kardon or equivalent sound system, automatic transmission, and the standard equipment for the subject model with a Manufacturer's Suggested Retail Price of approximately \$50,000; or (ii) a 2010 Mercedes-Benz GLK350 4MATIC which will be equipped with a Harmon Kardon or equivalent sound system, Premium 1 Package (Panorama sunroof, integrated compass, auto-dimming rear view mirror, rain-sensing wipers, power liftgate, garage door opener, auto-dimming driver side mirror, memory package, SIRIUS Satellite Radio, 115V AC power outlet), full leather seating package, lighting package, multimedia package, iPod/MP3 media interface package, appearance package, in-dash 6-disc CD changer, heated front seats, iPod cradle), automatic transmission, and the standard equipment for the subject model with a Manufacturer's Suggested Retail Price of approximately \$50,000. The Prize was generously donated by Mercedes-Benz USA, LLC ("MBUSA"). No substitution, partial acceptance, transfer of prizes or cash redemptions is permitted by the Winner. Sponsor and MBUSA reserve the right to substitute color and options based on those vehicles currently available in MBUSA inventory at the time the Prize is being awarded. The Prize must be delivered to and accepted by the Winner by December 31, 2009 and the Winner is responsible for all other costs associated with the acquisition and award of the Prize, including delivery cost, sales or luxury tax, license and registration fees, if applicable. The Winner will be issued a 1099 for the value of the vehicle to be used in filing their income taxes. The Prize will not be delivered until after all of the applied taxes, license and registration fees are paid by the Winner. If the Winner does not accept the prize, there will be no exchange for cash or other goods. The Prize shall be retail delivered to NLF or its prize winner designee only at an authorized Mercedes-Benz Dealer in the United States located closest to the primary residence of the prize winner by December 31, 2009. The vehicle when delivered will have the express limited warranty normally provided with Mercedes-Benz vehicles distributed by MBUSA, which shall begin from the date of retail delivery.

GENERAL RULES AND REGULATIONS: By entering this Sweepstakes, entrants: (i) agree to be bound by the decisions of Sponsor which are final and binding in all matters, (ii) grant Sponsor and MBUSA, and their designees the right, unless prohibited by law, to use their names, cities and states of residence, voices, pictures, biographical information and likenesses, without compensation, notification or permission, for the purpose of advertising and in any and all manner or media, now or hereafter known, throughout the world in perpetuity, and (iii) represent and warrant that they are not participating in the Sweepstakes in the capacity of a reporter and further represent and warrant that they will not write, blog about, publish or cause to be published any article or book about their participation therein without the prior written consent of the Sponsor. In order to claim the prize, Winner: (i) must meet all eligibility requirements, (ii) may be required to produce proof of identity, address and birth date, and (iii) must execute and return certain winner

documents (as applicable), including an affidavit of eligibility, tax acknowledgment form, liability release and, except where prohibited by law, use of name and likeness releases. Such documents must be completed in full and returned within five (5) days of issuance either via facsimile or US registered mail. Failure to do so or if: (i) any prize or prize notification is returned as undeliverable, (ii) a Winner declines his or her prize, or (iii) a potential Winner is determined to be ineligible for any reason, will result in disqualification of such Winner and an alternate winner may be selected by random drawing at the Sponsor's sole discretion. Sponsor will use reasonable efforts to pick an alternate winner but in the event an alternate winner cannot be determined, the prize will not be awarded.

Sponsor, MBUSA and their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, prize providers and affiliated entities expressly disclaim any responsibility and participants agree to hold Sponsor, MBUSA and their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies and affiliated entities harmless from liability for any injury, disability or loss to any person or property (including allergic reactions and/or death) relating to participation in this Sweepstakes (including the manner in which the Winner is selected), the delivery and/or subsequent acceptance, use or misuse of any of the prizes or services awarded and claims based on publicity rights, defamation or invasion of privacy. Neither Sponsor, MBUSA nor their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, prize providers and affiliated entities are responsible for: (i) any loss (financial or otherwise), liability, injury (including death) or damage to persons or property which may be caused directly or indirectly, in whole or in part, by the use or misuse of any prize items provided, or (ii) any loss (financial or otherwise), injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from downloading any material from the Website, regardless of whether the material was prepared by Sponsor, MBUSA or a third party, and regardless of whether the material is connected to the Website by a hypertext link. Sponsor, MBUSA and their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, prize providers and affiliated entities further assume no liability either for the cancellation, modification or premature conclusion of the Sweepstakes for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants and/or Winner.

OFFICIAL RULES AND/OR WINNER'S LIST REQUESTS: For a copy of the Official Rules and/or the Winner's name, either log on to the Website or send a self-addressed, stamped envelope to the following address beginning November 23, 2009: (Please specify "Official Rules" and/or "Winner's List") 4th Annual NAPABA Law Foundation Sweepstakes, NAPABA Law Foundation, 1612 K Street NW, Suite 1400, Washington, DC 20006.

SPONSOR: This Sweepstakes is managed by Sponsor, with offices at NAPABA Law Foundation, 1612 K Street NW, Suite 1400, Washington, DC 20006. MBUSA is prize sponsor only. For more information please contact Priya Bose at 202-775-9555 or by email pbose@NAPABA.org.