

**The FADER Ford 2008 Focus Sweepstakes  
Official Rules**

THE “FADER FORD 2008 FOCUS SWEEPSTAKES” IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF AND PHYSICALLY LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW.

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. You have not yet won.**

**1. ELIGIBILITY:** Ford and The FADER, “ FADER Ford 2008 Focus” Sweepstakes (“Sweepstakes” or “Promotion”) is offered and open only to legal residents of the forty-eight (48) contiguous states and the District of Columbia (“United States”) who have reached the age of majority in their state of residence, who currently reside in the United States and who hold a current, valid U.S. driver’s license. Corporate employees, officers and directors of Ford, (“Sponsor”), the FADER, and those entities involved in the preparation of materials and/or administration of this Promotion, and their immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (whether or not related) (collectively referred to herein including the Sponsor as the “Sweepstakes Entities”) are not eligible to enter. Void in AL and HI and where prohibited.

**2. PROMOTION PERIOD:** Promotion starts on or about 12:00:00 AM Eastern (“ET”) on February 20<sup>th</sup>, 2008 and ends 11:59:59 PM ET on March 31, 2008 (“Promotion Period”). All time referenced herein is Eastern Standard Time. Sponsor’s clock is the official time keeping device for the Promotion.

**3. HOW TO ENTER:** During the Promotion Period, there is one way to enter. Enter online during the Promotion Period at [www.thefader.com](http://www.thefader.com) and follow the instructions to link to the official on-line entry form. Complete the information requested in the information fields: name, complete street address, birth date, daytime phone number and address. When your information is complete, click on the area marked “Submit Entry.” Entries become the property of Sponsor and will not be returned. Limit one (1) on-line entry per person. Once submitted, entry cannot be modified, deleted or cancelled. Entrants may not enter with multiple e-mail and/or street addresses, nor may entrants use any other device or artifice to enter multiple times. Any Entrant

who uses fraudulent entry methods, or otherwise attempts to participate with multiple e-mail and/or addresses under multiple identities, or uses any device or artifice to enter multiple times will be disqualified. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right, at its reasonable discretion to refuse, disqualify, or withdraw any Entry and/or entrants at any time during the Sweepstakes. Entries become the property of Sponsor and will not be returned.

Sweepstakes Entities assume no responsibility for lost, late, mutilated, damaged, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

**4. DRAWING:** On or about ten (10) business days following the Promotion Period, a random drawing will be held by Sponsor (or its authorized representative) from all eligible entries received during the Promotion Period. Only the number of prizes stated in these Official Rules will be awarded. In no event will Sponsor be responsible for awarding more than the stated number of prizes. Limit one (1) prize per person.

Potential Grand Prize winner will be notified by telephone, email and/or mail (in Sponsor's discretion) within approximately 2 - 4 weeks of the drawing and will be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within ten (10) business days of notification. Failure to timely return or properly complete release documents, or if a prize notification or any prize is returned as non-deliverable, or if potential winner is not eligible or does not comply with these Official Rules, will result in prize forfeiture and an alternate potential winner will be selected.

**5. PRIZE/ODDS: Grand Prize (1):** a custom designed 2008 Ford® Focus automobile (features, model, color, and options selected by Ford in its sole discretion) Approximate Retail Value (“ARV”): \$20,000; Total ARV of prize: \$23,000. **Runner-up (3):** a one (1) year subscription to the FADER magazine Approximate Retail Value (“ARV”): \$20; Total ARV of prize \$20.

The odds of winning a prize depend on the number of eligible entries received during the Promotion Period. No transfer, assignment or substitution of prize (in whole or in part), except Sponsor reserves the right to substitute a prize of equal or greater value. Prizes are not redeemable for cash. All federal, state and local taxes on a prize are the sole responsibility of the winner. Winner is responsible for registration, title, license and insurance fees and the cost of any available options not provided with the prize vehicle and selected by winner. Winner must provide valid driver’s license and evidence of insurance prior to delivery of vehicle which will be at a Ford dealership near winner’s residence selected by Sponsor. Failure to take delivery within thirty (30) days of availability could cause prize to be forfeited and awarded to an alternate.

**6. GENERAL:** By participating, entrants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. **BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, FORD, AND THEIR RESPECTIVE AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, ACCESS TO WEB SITE, AND/OR PARTICIPATION IN THIS SWEEPSTAKES.** By entering and/or accepting a prize, Entrants and/or winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name,

image, still, likeness, hometown name, biographical information, and/or voice for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval. The information provided is subject to the Privacy Statement on the above stated Web site. To read that policy, access the Web site and click on the Privacy Statement text link.

**7. LIMITATIONS OF LIABILITY:** Sweepstakes Entities are not responsible for any incorrect or inaccurate information, whether caused by Web site users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to a Web site. Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Web site. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. If, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its discretion to cancel, terminate, modify or suspend the Sweepstakes and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Sweepstakes Entities shall not be liable to winners or any other person for failure to execute the Sweepstakes, an Event, or supply a Prize or any part thereof, by reason of any act 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), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, 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 similar or dissimilar event beyond their reasonable control.

**In no event will Sweepstakes Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers,**

**directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to, and use of, any participating internet site(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on the site is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.**

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York, NY having jurisdiction.

**8. WINNER'S LIST:** For a list of winners, contact Sponsor by mailing a self-addressed, U.S. postage stamped envelope to: Ford, "FADER Ford 2008 Focus" Sweepstakes Winner's List", The FADER, 71 West 23<sup>rd</sup> St, Floor 13, New York, NY 10010 for receipt by March 31<sup>st</sup>, 2008.

**9. SPONSOR:** The FADER, 71 West 23<sup>rd</sup> St, Floor 13, New York, NY 10010.