

**TWI "Independents' Day"
Official Sweepstakes Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.VOID WHERE PROHIBITED.

1. Eligibility: TWI Independents Day (the "Sweepstakes") is open only to legal residents of the forty-eight (48) contiguous United States (including D.C. and excluding Alaska and Hawaii) who are independent automobile dealers (including general managers, inventory buyers, and owners of independent dealerships) with valid AuctionACCESS, individual, and dealership registration numbers and are at least eighteen (18) years old at the time of entry. Employees of Online Vehicle Exchange, LLC, Manheim Auctions, Inc., and McNeely Pigott and Fox Public Relations, and their respective parents, affiliates, and advertising and promotional agencies, as well as the immediate family of (spouse, parents, siblings and children), and people domiciled with, any such employee, are not eligible to enter or to win. Participation constitutes entrants' full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Online Vehicle Exchange, LLC, 2 Concourse Parkway, Suite 600, Atlanta, GA 30328.

3. Timing: The Sweepstakes begins on June 22, 2009 at 2:00 p.m. Eastern Time ("ET") and ends on July 3, 2009 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two ways to enter to win:

During the Promotion Period, visit <http://www.thewholesaleinstitute.com> and access the online entry form and follow all posted instructions. All online entries must be received by Sponsor by July 3, 2009 at 11:59 p.m. ET.

You may also enter by visiting Sponsor's booth at the National Independent Automobile Dealers' Association Conference, which will be held June 23-27 ("NIADA Conference"), and fully completing the entry form provided by Sponsor. All entry forms must be returned to Sponsor's booth at the NIADA Conference by June 27, 2009.

Limit: Maximum one (1) entry permitted per person.

Multiple entrants are not permitted to share the same IP address, email address or AuctionACCESS registration number. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple/different email addresses, identities, AuctionACCESS, individual, and dealership registration numbers, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of any entrant, the registrant associated with the AuctionACCESS registration number provided on the entry form will be deemed to be the entrant. The potential winners may be required to show proof of being the registrant of the AuctionACCESS, individual, and dealership registration numbers.

All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, which will be disqualified.

5. Winner Selection: Two (2) Grand Prize Winners will be selected by random drawing, on or about July 4, 2009, from among all valid entries received. Upon confirmation of eligibility and compliance with all of the requirements of these Official Rules, the potential Grand Prize Winners will be declared the Grand Prize Winners. On or about July 6, 2009, the potential Grand Prize Winners will be notified via the email address or phone number provided on the potential Grand Prize Winner's entry form. In order to claim his or her prize, the potential Grand Prize Winners will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice, (i) an Affidavit of Eligibility, Liability & Publicity Release, and (ii) a written commitment to attend The Wholesale Institute at Manheim New Orleans, Louisiana, which will be held September 15, 2009 ("TWI"). If any potential winner cannot be contacted, fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, or does not commit to attend TWI, that potential winner will be disqualified and will forfeit all interest in the applicable prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award that potential winner's Grand Prize to an alternate winner selected by random drawing from among all remaining eligible entries received. Only three (3) alternate drawings will be held after which the prize will remain unawarded. Sponsor's decisions regarding the administration and operation of the Sweepstakes and the selection of the potential Grand Prize Winners are final and binding in all matters related to the Sweepstakes.

6. Grand Prize: TWO (2) GRAND PRIZES: Two (2) Grand Prizes will be awarded in this Sweepstakes. Each Grand Prize will consist of a trip for two (2) to TWI on September 14-16, 2009 in New Orleans, Louisiana. Each trip package includes roundtrip coach-class air transportation for two (2) from the major airport nearest each winner's independent automobile dealership (determined by Sponsor in its sole discretion) to New Orleans, Louisiana, departing September 14, 2009 and returning September 16, 2009; three (3) days and two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); and a Visa gift card with a value of \$500 to be used for spending money. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor may, in its sole discretion, attempt to reschedule for a future session, but will not be liable in the event that TWI is cancelled or delayed. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice, as detailed in the passenger ticket contract. The Visa gift card with a value of \$500 should be used for all expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees. Any expenses incurred over \$500 are the responsibility solely of winners.

Unless a child of a winner, travel companions must be eighteen (18) years of age or older as of the date of departure. Travel companions must travel on same itinerary and at the same time as the winner. If a winner is a minor in his/her state of residence, travel companion must be that winner's parent/legal guardian. Winners and travel companions are responsible for obtaining identification documents necessary for travel. Travel

companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to a winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV: \$2,850 USD per prize package. Actual value may vary based on airfare fluctuations and distance between departure airport and destination. Winners will not receive difference between actual and approximate retail value. The odds of winning the prizes depend on the number of eligible entries received. No cash or other substitutions by winners are allowed. All prizes are subject to availability and Sponsor reserves the right to substitute the prize or component of the prize packages with a prize or component of equal or greater retail value. Prize is not assignable or transferable. Each Grand Prize Winner is responsible for payment of any taxes on prize.

7. Promotional Appearances: Grand Prize Winners may be required to make a limited number of advertising and promotional appearances organized by Sponsor. Sponsor will provide Grand Prize Winners with reasonable notice of any such required appearances

8. Release: By receipt of any prize, Grand Prize Winners agree to release and hold harmless Sponsor, Manheim Auctions, Inc., and McNeely Pigott and Fox Public Relations and their respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize or any prize-related travel.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes Grand Prize Winners' consent to Sponsor's and its agents' use of winners' voice, actions, likeness, photograph, name, appearance, interviews, evaluations, biographical materials, opinions and/or hometown and state, and any other information contained in, derived from or otherwise obtained by Sponsor in connection with Grand Prize Winners' participation in the Sweepstakes (including but not limited to attendance at TWI) for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor and its agents shall have the right to edit, alter, or modify any such materials and/or information without limitation and without compensation. Names of all winners may be posted on Ove.com and Manheim.com for up to one (1) year.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical

failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prizes offered herein. No more than the two (2) Grand Prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the Grand Prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrants' Personal Information: Information collected from entrants is subject to Sponsor's [Privacy Policy](#) and available by clicking the "Privacy Policy" link on https://www.ove.com/shared_content/visitor_agreement/visitor_agreement.html and <http://www2.manheim.com/>.

14. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and will not be accepted after August 31, 2009. For the Winner List, visit the promotion website, complete the form available on the website.

15. Name Removal Notification System: If you would like your name removed from Sponsor's sweepstakes mailing list, send a 3x5 card with your name and AuctionACCESS, individual, and dealership identification number to A. Mathews, 2 Concourse Pkwy, Suite 600, Atlanta, GA 30328 and your name will be removed within 60 days of the request.