

Win Emergency Roadside Kits Courtesy of the North Texas Tollway Authority

1. NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. The emergency roadside kit giveaway begins at 12:00 AM Central Time on October 18, 2008 and ends at 11:59 PM Central Time on November 19, 2008 (the "Entry Period"). Entries submitted prior to or after the Entry Period will be disqualified.

2. Eligibility: VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO U.S. RESIDENTS. The contest to win emergency roadside kits (the "Giveaway") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. **Employees of the North Texas Tollway Authority (the "NTTA") and the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Giveaway. Additionally, all non-revenue toll tag holders are ineligible to participate in the Giveaway.** The Giveaway is governed by the laws of the United States and is subject to all applicable federal, state, and local laws and regulations. The Giveaway is void outside of the fifty (50) United States, the District of Columbia and where prohibited. Participation constitutes the entrant's full and unconditional agreement to these official rules and the NTTA's decisions, which are final and binding in all matters related to the Giveaway. Winning an emergency roadside kit is contingent upon fulfilling all of the requirements set forth herein.

3. Sponsor: The North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas, 75093.

4. How to Enter:

E-mail Registration: Registration is free. During the Entry Period, send an e-mail to TalktoNTTA@ntta.org to register for the Giveaway. Complete and submit the registration including your name, a valid home address, e-mail address, and telephone number. Incomplete entries will not be accepted. **Limit: each entrant may earn only one (1) entry per valid e-mail address. Multiple entrants are not permitted to share the same e-mail address.** All entries become the property of the NTTA.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of bots or any other automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned the e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address as of October 18, 2008, and afterwards. Each potential winner may be required to show proof of being the authorized account holder.

The NTTA, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Giveaway web site or who is otherwise in violation of the rules. It further reserves the right to cancel, terminate or modify any game not capable of completion as planned as a result of infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

5. Drawing: The NTTA's decisions as to the administration and operation of the Giveaway and the selection of the potential winners are final and binding in all matters related to the Giveaway. On November 20, 2008, the NTTA will randomly select ten (10) winners from all eligible entries received during the Entry Period. Winners will be notified first by phone, then by e-mail on November 20, 2008. The random drawing shall be conducted by an independent judge whose decisions are final with respect to all aspects of the Giveaway. If by reason of a printing or other error, more prizes are claimed than the numbers set forth in these official rules, all person making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

If the NTTA is unable to notify a winner (either by phone or e-mail) within forty-eight (48) hours of the drawing, then the winner will be disqualified and an alternate winner will be selected. If, in the NTTA's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, or if technical difficulties compromise the integrity of the Giveaway, the NTTA reserves the right to terminate the Giveaway and conduct a random drawing to award the prizes using all entries received as of the termination date. Any attempt to deliberately damage the content or operation of this Giveaway is unlawful and subject to legal action by the NTTA or its agents.

Prizes:

There will be ten (10) emergency roadside kits awarded as prizes in the Giveaway. The ten (10) emergency roadside kits will include a combination of any of the following items: jumper cables (with instructions), an ice scraper, a pair of gloves, a tire pressure gauge, a wrench, pliers, a packet of fuses, and tape. Approximate Retail Value ("ARV"): **\$35.00** per emergency roadside kit. ARV is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these official rules and the date that the prizes are awarded or redeemed.

For all Prizes: Prizes are non-transferable and non-assignable, and no substitution will be made, except as provided herein at the NTTA's sole discretion. The NTTA reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. The odds of winning a prize depend upon the number of eligible entries received during the Entry Period. Only one (1) prize per person. **TOTAL ARV OF ALL PRIZES: \$350.00.**

6. Publicity: Except where prohibited, participation in the Giveaway constitutes each winner's consent to the NTTA's and its agents' use of the winner's name and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

7. General Conditions: The NTTA reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond the NTTA's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by the NTTA in its sole discretion. The NTTA 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 Giveaway or to be acting in violation of these official rules or those of any other promotion or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the NTTA reserves the right to seek damages from any such person to the fullest extent permitted by law. The NTTA's failure to enforce any term of these official rules shall not constitute a waiver of that provision. The winners agree that the NTTA and its employees shall not be liable for injury, loss or damage of any kind resulting from participating in this Giveaway or from the acceptance or use of any prize awarded. The NTTA reserves the right to verify the eligibility qualifications of any winner.

8. Limitations of Liability: THE NTTA AND ITS EMPLOYEES 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 GIVEAWAY; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE OR THE INABILITY TO ACCESS ANY WEB SITE OR ONLINE SERVICE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE GIVEAWAY; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE GIVEAWAY OR THE PROCESSING OF ENTRIES; (5) LATE, LOST, MISDIRECTED OR INCOMPLETE ENTRIES; 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 GIVEAWAY 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, THE ENTRANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE GIVEAWAY, PROVIDED THAT IF IT IS NOT POSSIBLE TO AWARD ANOTHER ENTRY DUE TO DISCONTINUANCE OF THE GIVEAWAY, OR ANY PART OF IT, FOR ANY REASON, THE NTTA, IN ITS SOLE DISCRETION, MAY ELECT TO HOLD A RANDOM DRAWING FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED UP TO THE DATE OF DISCONTINUANCE FOR ANY OR ALL OF THE PRIZES OFFERED HEREIN. NO MORE THAN THE STATED NUMBER OF 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, THE NTTA RESERVES THE RIGHT TO AWARD ONLY THE STATED NUMBER OF PRIZES BY A RANDOM DRAWING AMONG ALL LEGITIMATE, UN-AWARDED, ELIGIBLE PRIZE CLAIMS.

ENTRANT UNDERSTANDS, ACKNOWLEDGES AND HEREBY WAIVES AND RELEASES ANY AND ALL RIGHTS, DEMANDS, LOSSES, LIABILITIES, CLAIMS AND CAUSES OF ACTION WHATSOEVER WHICH ENTRANT MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, INJURY, LOSS OF ENJOYMENT OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY, CONTRIBUTED TO, OR ARISING OUT OF ANY PRIZE AWARDED TO ENTRANT IN THIS PROMOTION. ENTRANT REALIZES THAT THE NTTA WILL NOT REPLACE ANY LOST OR STOLEN PRIZE ITEMS ONCE IN THE ENTRANT'S POSSESSION.

9. Disputes: EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS OR THE APPROPRIATE TEXAS STATE COURT LOCATED IN COLLIN COUNTY, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES 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 entrant and the NTTA in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

10. Entrant's Personal Information: Information collected from entrants is subject to the NTTA's Terms and Conditions of Use and Privacy Policy as set forth at the NTTA's website, www.ntta.org.

11. Winners' List: A list of winners will be provided in the December edition of *Driving Forward*.

Effective as of 10/18/08