

**Tesla Model S Online Auction**  
**Presented by Kelli Joy O’Laughlin Foundation**

**Rules and Procedures**

**DESCRIPTION/TIMING:** The 2014 Tesla Model S Online Auction is presented by the Kelli Joy O’Laughlin Foundation (“Presenter”). Auction shall begin on Friday, September 22, 2014 and end on November 2, 2014 at 6:00 pm CST.

1. **Eligibility:** The auction is open only to legal residents of the 50 United states and District of Columbia who are at least eighteen (18) years of age or older as of date of entry with a valid driver’s license (“Participant”).
2. **Agreement to Rules:** By participating in the auction, each Participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Kelli joy O’Laughlin Foundation, which are final and binding in all matters related to the promotion. Delivery of the auction item is contingent upon fulfilling all requirements set forth herein.
3. **How to Enter:** To place a bid, visit the auction website and follow listed instructions. Bidding will remain open until Sunday, November 2, 2014 at 6:00 p.m. Central Standard Time. To be considered, bids must be submitted online prior to this time.
4. **Notification:** Winning Participant shall be notified by telephone Monday, November 3, 2014.
5. **Claiming Item:** Winner must take delivery of the vehicle within 10 business days of notice.
6. **Delivery of Vehicle:** Delivery of vehicle is guaranteed to winning Participant within Chicagoland Designated Market Area. Vehicle will be delivered within 5 business days of receipt of payment. In the event Participant is outside Chicagoland DMA, he/she is solely responsible for cost of delivery of the vehicle and shall assume responsibility and release Kelli Joy O’Laughlin Foundation from any and all liability associated with transportation of the vehicle.
7. **Disclaimer:** Item is auctioned on an “as is” basis. Any description of auction item is for the sole purpose of identifying the item. Kelli Joy O’Laughlin Foundation disclaims any expressed or implied warranties with respect to the auction items. Values listed are good faith estimates.
8. **Prize Restrictions:** Winning Participant is responsible for vehicle registration, license, title, taxes and insurance fees for all costs associated with the vehicle.
9. **General Conditions/Release:** By participating, Participants (a) release Presenter, their directors, officers, agents and employees from any and all liability from any and all liability for claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance possession, use or misuse of the prize; (b) acknowledge that said parties have neither made nor are responsible or liable for any warranty, representation or guarantee, express or implied, relative to a prize.
10. **Governing Law/Jurisdiction:** Participants agree that any and all disputes, claims and causes of action arising out of or connected with the auction shall be resolved by submitting the circumstances and issues of the dispute to one arbitrator in compliance with the process established by the American Arbitrators Association. The decision of the arbitrator shall be binding upon the parties and the costs for such arbitration shall be shared equally by the parties.