

STEP 1: Select your alternate program option



Option 1: \$100 Visa Prepaid Card

A \$100 Visa Prepaid Card will be mailed within 60 days. This is a one time payment and makes you ineligible for participation in the \$500 in Visa Prepaid Cards option. Visa Prepaid Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi Prepaid Services. Cards will not have cash access and can be used everywhere Visa debit cards are accepted. The \$100 Visa Prepaid Card option is governed by the Terms and Conditions on page 2 of this Selection Agreement and Release. FORMS WITHOUT AN OPTION SELECTED WILL AUTOMATICALLY RECEIVE A \$100 VISA PREPAID CARD AND WILL BE EXCLUDED FROM PARTICIPATION IN THE \$500 IN VISA PREPAID CARDS OPTION.

Option 2: \$500 in Visa Prepaid Cards

You will receive a packet containing 20 consecutive monthly redemption tickets via mail within 30 days, each eligible for a \$25 Visa Prepaid Card via mail. The \$500 in Visa Prepaid Cards option is governed by the Terms and Conditions on page 2 of this Selection Agreement and Release. Select a 20 month redemption period below (the redemption period cannot begin earlier than the month of your qualifying purchase):

- May 2009 – December 2010, April 2009 – November 2010, March 2009 – October 2010, February 2009 – September 2010, January 2009 – August 2010, December 2008 – July 2010, November 2008 – June 2010, October 2008 – May 2010, September 2008 – April 2010, August 2008 – March 2010, July 2008 – February 2010, June 2008 – January 2010, May 2008 – December 2009, April 2008 – November 2009, March 2008 – October 2009, February 2008 – September 2009, January 2008 – August 2009, December 2007 – July 2009, November 2007 – June 2009

Requirements: Once you receive your packet, mail each monthly redemption ticket along with receipts totaling at least \$100 in gas purchases from the selected gas brand (see Step #2 below) during that month to receive a \$25 Visa Prepaid Card via mail. Photocopies of gas receipts will be accepted for purchases prior to May 2009. Original gas receipts are required for gas purchased May 2009 and after. Redemption tickets and gas receipts prior to May 2009 must be mailed in envelopes postmarked on or before June 30, 2009. Redemption tickets and gas receipts for May 2009 and months thereafter must be mailed in envelopes postmarked within 30 days after the end of that month. Missed or unqualified months do not exclude you from participating in future months in your redemption period. Selecting the \$500 in Visa Prepaid Cards option makes you ineligible for participation in the \$100 Visa Prepaid Card option. Forms without a selected redemption period will automatically receive redemption tickets dated May 2009 – December 2010. Once selected, you cannot change your redemption period.

STEP 2: Identify Brand of Gasoline: _____ (Option 2 only)

Participants in the \$500 Visa Prepaid Cards option must state the brand of gasoline for which they will submit receipts. All gasoline brands are accepted. The gasoline brand cannot be changed once selected.

STEP 3: Sign below to accept the terms and conditions listed below and on page 2.

I verify that I am the person who made the qualifying purchase. I understand and acknowledge the following:

- (1) I am not required to participate in this alternate program, and whether or not I return this form, any tire maintenance package or warranty in effect as a result of my tire purchase will remain in effect pursuant to its own terms;
(2) My selection of one of these options is the substitute for my participation in the Tidewater Global Marketing Free Gas Redemption program;
(3) By agreeing to accept either the \$500 in Visa Prepaid Cards or the \$100 Visa Prepaid Card options, I forever waive and release any and all claims that I may have against Big O Tires, LLC or BOTK, LLC and their directors, employees, agents, shareholders, members, affiliates, successors or assigns, in connection with or arising from the Tidewater Global Marketing Free Gas Redemption Program or any action of Big O Tires or BOTK in soliciting, marketing, advertising, or otherwise making available the Tidewater Global Marketing Free Gas Redemption Program. This release covers, without limitation, any damages, liability, costs, fines, penalties, attorneys' fees and expenses whatsoever that may have arisen directly or indirectly out of my acceptance of and participation in the Tidewater Free Gas Redemption Program.
(4) I acknowledge that I am waiving rights that may currently be the subject of a pending class action, DeWeese v. BOTK, LLC, et al., pending in the U.S. District Court, Southern District of Ohio, Case No. 3:09-cv-00057, and that by executing this Selection Agreement and Release, I will be ineligible to participate in that action.

WARNING: BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP ANY RIGHTS THAT YOU MAY HAVE AGAINST BIG O TIRES, LLC AND BOTK, LLC IN CONNECTION WITH THE TIDEWATER GLOBAL MARKETING FREE GAS REDEMPTION PROGRAM.

Signature: _____ Date: _____

STEP 4: Mail this completed original form and a copy of your Big O Tires invoice showing the qualifying tire purchase between November 1, 2007 and June 30, 2008 to:

Big O Tires Promotions
Dept H733537
PO Box 100550
White Bear Lake, MN 55110-0550

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

This Selection Agreement and Release must be COMPLETELY EXECUTED, SIGNED and POSTMARKED on or before May 15, 2009.

- Visit www.rebate-zone.com/alternateprogram or contact us at 866-381-7729 to check redemption status.
Keep a copy of this form for your records.
Be sure to sign this form! Unsigned forms will not be accepted.

\$500 in Visa Prepaid Cards/\$100 Visa Prepaid Card

TERMS AND CONDITIONS

(1) Eligibility – To be eligible for the \$500 in Visa Prepaid Cards/\$100 Visa Prepaid Card Alternate Program, you must have been a qualifying customer of BOTK, LLC (at a Big O Tires location) between November 1, 2007 and June 30, 2008 who received a certificate entitling you to participate in a \$500 gas promotion provided by Tidewater Global Marketing.

(2) Selection Agreement and Release – To participate in the \$500 in Visa Prepaid Cards/\$100 Visa Prepaid Card Alternate Program, you must fully complete and SIGN the Selection Agreement and Release. The Selection Agreement and Release must be postmarked on or before May 15, 2009. **Late registrations will not be accepted.**

(3) **Requirements/\$100 Visa Prepaid Card**– As an alternative to the \$500 in Visa Prepaid Cards option, you may elect to receive a \$100 Visa Prepaid Card. There is no requirement to submit gasoline receipts to receive this card. However, if you choose this option, you will not be able to participate in the \$500 in Visa Prepaid Cards option.

(4) **Requirements/\$500 in Visa Prepaid Cards** – If you select this option, you are required to identify a Gas Brand. The Gas Brand cannot be changed once selected. Within 30 days after receipt of your fully completed and executed Selection Agreement and Release, you will receive twenty (20) consecutive monthly redemption tickets based on your selected redemption period. For any month in your selected redemption period, you can submit a redemption ticket for that month and \$100 in receipts for gasoline purchases during that month from the selected Gas Brand. Upon your submission of the redemption ticket and \$100 in monthly receipts from the selected Gas Brand, you will receive a \$25 Visa Prepaid Card within 60 days. You will only receive a \$25 Visa Prepaid Card for the first \$100 in receipts in a single month (in other words, \$400 in receipts during a particular month **does not** entitle you to \$100 in gas cards). Photocopies of gas receipts will be accepted for purchases prior to May 2009. Original gas receipts are required for gas purchased during May 2009 and after. **All redemption tickets and gas receipts for months before May 2009 must be mailed in envelopes postmarked on or before June 30, 2009. All redemption tickets and gas receipts for May 2009 and months thereafter must be mailed in envelopes postmarked within 30 days after the end of that month. Once selected, you cannot change your selected redemption period.**

Redemption forms without an option selected will automatically be enrolled in the \$100 Visa Prepaid Card Option and will be excluded from participation in the \$500 in Visa Prepaid Cards option. Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi Prepaid Services. Cards will not have cash access and can be used everywhere Visa debit cards are accepted.

There is no requirement to submit receipts for every month to continue to be eligible for succeeding months. In no instance will you be eligible to receive a \$25 Visa Prepaid Card for more than twenty qualifying months. In no instance will you be eligible to receive a \$25 Visa Prepaid Card for any month prior to your qualifying purchase. If you do not timely submit redemption tickets and receipts for each month, it is possible that you will receive less than \$500 in Visa Prepaid Cards while participating in this program.

If you elect to participate in the \$500 in Visa Prepaid Cards option, you will not be eligible to participate in the \$100 Visa Prepaid Card option described above.

(5) Voluntary alternate program. Your participation in selecting either the \$500 in Visa Prepaid Cards/\$100 Visa Prepaid Card Alternate Program is completely optional. You have no obligation to participate in this alternate program.

(6) No effect on warranty or maintenance programs – If you purchased a tire maintenance package or have any warranty in effect, your participation or failure to participate in this alternate program will have no effect on the tire maintenance package or warranty.

(7) **RELEASE** – Big O Tires is offering this alternate program to resolve any claim that you may have with respect to the Tidewater Global Marketing Free Gas Redemption Program. As a condition of your participation in either the \$500 in Visa Prepaid Cards/\$100 Visa Prepaid Card Alternate Program, you must release Big O Tires and BOTK from any claim that you had against them with respect to the Tidewater Global Marketing \$500 Gas Program. The terms of the release are spelled out in the Selection and Release Agreement. **You will also waive any rights that may currently be the subject of a pending class action, *DeWeese v. BOTK, LLC, et al.*, pending in the U.S. District Court, Southern District of Ohio, Case No. 3:09-cv-00057), and will be ineligible to participate in that action.**

(8) Questions – Please visit www.rebate-zone.com/alternateprogram or call 866-381-7729.