

NO PURCHASE NECESSARY TO PARTICIPATE IN THE [A.O. Smith] CONTRACTOR REWARDS SWEEPSTAKES. Sweepstakes begins at 12:00:01 am Pacific Time on January 22, 2013 and ends at 11:59:59 pm Pacific Time on March 8, 2013. Open only to legal residents of the 50 United States and the District of Columbia, 18 years of age or older who are professional contractors and enrolled participants in the Contractor Rewards Program. SWEEPSTAKES NOT OPEN TO THE GENERAL PUBLIC. Void where prohibited by law.

TO ENTER. For complete official rules and instructions, visit www.contractorrewards.com and login using your member password where sweepstakes rules will be posted, or call 1-877-286-7064 to request a copy of the rules. If you are not enrolled in the Contractor Rewards program as required, visit www.contractorrewards.com to enroll and obtain complete program information and instructions for claiming reward points you may earn by purchasing qualified products. During the sweepstakes dates above, Contractor Rewards participants will automatically be awarded one (1) sweepstakes entry each time they enter a code from the yellow label for reward points for each purchase of a qualified Commercial Water Heater from [A.O. Smith]. Sponsor is not responsible for any lost, late, undelivered, damaged, illegible, ineligible or incomplete claims for any reason. To enter the Sweepstakes without purchase, call 1-877-286-7064 to request an entry form. One entry per person. Neither [A.O. Smith] (sponsor), nor its respective officers, directors, employees or agents are responsible for interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or telephone transmissions or technical failures, Internet Service Provider/network/website accessibility or availability, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic; including without limitation the incomplete, incorrect or inaccurate capture of entry information. Sponsor reserves the right, in its sole discretion, to disqualify any individual found tampering (or attempting to tamper) with the entry process, the website, or the Sweepstakes. Any attempt by an entrant to deliberately damage the website or undermine the legitimate operation of the Sweepstakes is in violation of the law and should such an attempt be made, Sponsor reserves the right to take whatever legal actions apply. In case of dispute as to identity of entrant, entry will be declared made by the authorized account subscriber of the email address submitted at time of entry, who must comply with these Sweepstakes Rules. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Sponsor reserves the right, at its sole discretion, to cancel/suspend/modify the Sweepstakes, if it becomes corrupted in any manner, or due to fraud or other occurrences beyond Sponsor's control, it cannot be conducted as originally planned. In the event of cancellation, prizes will be awarded in a random drawing from eligible, non-suspect entries received prior to cancellation.

DRAWING & ODDS OF WINNING: Entrants must be currently enrolled participants in the Contractor Rewards program at the time of the drawing to be eligible. On approximately **[March 15, 2013]** a random drawing will be conducted from all entries received to determine one Grand Prize winner. Drawing will be conducted by an independent judging organization whose decisions are final and binding with respect to this Sweepstakes. Odds of winning depend upon the total number of eligible entries received at the time of each drawing.

PRIZES & ARV: Grand Prize: One (1) winner will be selected. Winner will receive travel and hotel accommodations for two (2) and two (2) golf spots in the 2013 Hootie & The Blowfish Monday After The Masters Pro-Am at The Dye Club at Barefoot Resort in Myrtle Beach, SC. The winner and their guest will also receive complimentary food and drinks at all official events (Welcome Party, Masters Viewing Party & Auction, Hootie & The Blowfish performance, "After Hours" events, etc.) The event kicks off on Saturday, April 13th with departure on Tuesday, April 16th. To learn more about this exciting event go to www.hootiegolf.com. Approximate Retail Value: \$5,000.00. Winner has the option to choose the equivalent in Reward Points. Points prizes as follows: Three (3) winners will receive 100,000 Contractor Reward points, Six (6) winners will receive 50,000 Contractor Rewards points, Nine (9) winners will receive 10,000 Contractor Rewards points.

PRIZE CLAIM PROCESS: The Grand Prize will be awarded to a winner. Any transfer or cash redemption of any prize will be at the sole discretion of the sponsor. Winner will be notified by phone or email 2 – 3 days following the random drawing. If the winner fails to respond to the prize notification or execute and return any of the prize documentation as required by the sponsor, the prize will be forfeited and an alternate winner will be selected. All unspecified travel-related expenses, including but not limited to meals, gratuities, ground transportation and incidental hotel expenses, are the sole responsibility of the winner (actual retail value of trip may vary and will depend on airfare fluctuations and winner's point of departure/return. Any difference between stated approximate retail value and actual value of prize will not be awarded). Guest of winner must be of the age of majority or traveling with parent or legal guardian. Winner and guest must possess required travel documents (e.g. passport, valid photo I.D.) prior to departure and must travel on the same itinerary.

GENERAL RULES: Sponsor, and each of their respective affiliates, subsidiaries, advertising, promotion and fulfillment agencies and suppliers involved in this promotion and their immediate family members (parent, child, sibling and spouse of each) and/or those living in the same household of each are not eligible. Void where prohibited. No substitution or transfer of prize by winner permitted except as outlined herein. Sponsor reserves the right in its sole discretion to substitute a prize of equal or greater value for any reason. All federal, state and local taxes are solely the responsibility of winner. Subject to federal, state and local laws and regulations. All materials and data submitted become the property of the Sponsor and will not be returned. Acceptance of prize constitutes permission to the Sponsor to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting prize, winner agrees to release and hold Sponsor, and each of their respective directors, officers, employees and assigns harmless against any and all claims, damages, losses, expenses and liability arising out of acceptance/use of points/prize and prize travel. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this sweepstakes and use and acceptance of any prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the judges. Sponsor and their promotional partners noted previously are not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of the sweepstakes.

WINNERS LIST. To request a copy, mail a self-addressed stamped envelope to BI, Attention Ray Smith, P.O. Box 1610, Minneapolis, MN 55440-1610.

SPONSOR: A.O. Smith Corporation, Milwaukee, WI