

FirstStrike™ Success Story Challenge!

Official Rules

1. **ENTERING: NO PURCHASE NECESSARY TO ENTER, VOTE, OR WIN.** Contest is void outside of the United States, and in New York, Florida, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. To enter the FirstStrike Success Story Challenge, you must be a U.S. citizen with a lawful permanent residence of the United States and a Pest Management Professional (PMP) who has used FirstStrike soft bait rodenticide between December 1st, 2008 and March 31st, 2010. Making a purchase will not improve chances of winning. To obtain free samples of FirstStrike product to use in connection with this contest, please contact your Liphatech Field Sales Representative. Entries can only be accepted between 8:00AM CST February 1, 2010 and 5:00 PM CST March 31st, 2010. Acceptance means digitally receiving the information or being postmarked by the given deadline. Sponsor and their agencies are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in this promotion. Sponsor reserves the right in its sole discretion to modify, cancel or suspend the electronic portion of this promotion should virus, bugs or other causes beyond Sponsor's control corrupt the administration, security or proper play of the Promotion and to award prizes using a committee created by Sponsor. Automated entries and voting are prohibited and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his/her Contest entries) who tampers with the entry process. Any attempt by an entrant to deliberately damage the network or undermine the legitimate operation of the contest may be in violation or criminal and civil laws and should such an attempt be made, sponsor reserves the right to seek remedies and damages (including reasonable attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution. Sponsor is not responsible for changes to email address, mailing address and/or telephone number of entrant. Entries that do not meet generally accepted good rodent control practices and/or conflict with product label will be disqualified. Entries not satisfying these Official Rules will be automatically disqualified. Entries can be accepted online using the website at www.liphatech.com/success by submitting an official entry form (which can also be found at www.liphatech.com/success), given to an authorized Liphatech Sales Representative, or mailed/faxed to:

Liphatech, Inc.
FirstStrike Success Story Challenge!
3600 West Elm Street
Milwaukee, WI 53209
Fax: (414) 247-8166.

Each entry must be completed in its entirety, including legible name, current address, phone number, title, and company name. Each submission and voting participant will be given an opportunity to receive Liphatech information and to be added to a database for future mailings. This database is private and will not be sold to any other entity.

2. **PRIZES:** Three (3) prizes will be awarded for most submitted votes. **First Place:** One (1) First Place Winner will receive an Entertainment Package (Sony BRAVIA, 52" Class, 1080p, 120Hz, LCD HDTV Model KDL-52V5100 / Sony BRAVIA 1000W 5.1-Ch. Home Theatre System w/ 5-Disc Upconvert DVD Player with built-in amplifier, includes 4 satellite speakers, 1 center-channel speaker and subwoofer, Apple iPod dock Model DAV-HDX285 / Sony Blu-ray Disc Player with 1080p Output Model BDP-S360), including shipping, delivery, and hook-up. First place prize is valued at approximately \$2,500. First Place winner may choose an alternative prize instead, which would be a Gift Card valued at \$2,000. **Second Place:** One (1) Second Place Winner will receive a Sony BRAVIA 40" Class, 1080p, 120Hz, LCD HDTV Model KDL-40VE5 (including shipping, delivery, and hook-up). Second place prize is valued at approximately \$1,500. Second Place winner may choose an alternative prize instead, which would be a Gift Card value at \$1,000. **Third Place:** One (1) Third Place Winner will receive a United Airlines Certificate. Third place prize is valued at approximately \$750. Third Place winner may choose an alternative prize, instead, which would be a Gift Card valued at \$500. There will be between two (2) and seven (7) 'honorable mention' prizes that will be awarded to the semi-finalists who did not finish in First, Second, or Third Place. The number of 'honorable mention' prizes will be determined by the number of semi-finalists that are selected by the Sponsor. Each Honorable Mention prize will be a \$50 Visa gift card and assorted FirstStrike merchandise. One (1) prize will be given to an eligible voter at random who voted online which will be a \$100 Visa Gift Card and FirstStrike merchandise. If exact model of prize is not available at time of prize selection, Sponsor has the right to substitute an equal or greater value product.
3. **WINNERS:** Winners will be determined by voting done online at www.liphatech.com/success during the period of 8:00 AM CST April 12, 2010 and 5:00 PM CST May 7, 2010. Only PMPs and authorized Liphatech Professional Pest Control Distributors may be allowed to vote for the winners. One vote per eligible voter. Semi-Finalists will be determined by an internal judging committee selected by the Sponsor. Submissions will be judged on product performance and efficacy and how it relates to the intended purpose of the product. All decisions made by the Sponsor are final. Winners will be notified via telephone or email by June 23, 2010.
4. **ODDS OF WINNING:** The odds of winning depend on number of valid entries received.
5. **ELIGIBILITY:** Open to legal U.S. residents only, aged 18 or older. The person submitting the story must have been an important and fundamental component of the story and is a PMP. If the same story is submitted by two or more people, only one (1) person could win a prize. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate winner will be selected. All unclaimed prizes will not be awarded. First, Second, and Third Place winners will be required to sign an Affidavit of Eligibility and Release within seven (7) days of prize notification. Failure to return Affidavit of Eligibility and Release within 7 days of receipt will result in forfeiture of entire prize pack and an alternate winner will be selected among remaining eligible entrants. Address provided during submission process will determine eligibility of location. All submitted entries constitute acceptance of the rules and permission (except where prohibited) for the Sponsors to use the winner's name, likeness, biography, statements, and any other similar materials for marketing, promotional and publicity purposes without additional compensation or any limitation (PMPs customer names will not be used without prior permission of the PMP). Additionally, by acceptance of prize, and prize winners agree to release Sponsor, its parents, subsidiaries and affiliates from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained. Sponsor and its respective employees, officers, directors, agents, subsidiaries, advertising or promotion agencies and affiliated entities expressly disclaim any responsibility and participants agree to hold Sponsor and its respective officers, directors, agents, subsidiaries, advertising or promotion agencies and affiliated entities harmless from liability for any injury, disability or loss to any person or property relating to participation in this Contest, or the medical services delivered by sponsor, or the delivery and/or subsequent acceptance, use or misuse of any of the prizes or services awarded and claims based on publicity rights, defamation or invasion of privacy. Neither Sponsor nor its respective employees, officers, directors, agents, subsidiaries, advertising or promotion agencies, and affiliated entities are responsible for: (i) any loss (financial or otherwise), liability, injury (including death) or damage to persons or property which may be caused directly or indirectly, in whole or in part, by the use or misuse of any Sponsor products or prize items or services provided; or (ii) any loss (financial or otherwise), injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from using any Sponsor products or accessing or downloading any material from the Website, regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to the Website by a hypertext link; or (iii) in connection with the receipt, ownership or use of the prize or while preparing for, participating, and /or traveling to any prize-related activity. Sponsor and its respective employees, officers, directors, agents, subsidiaries, advertising or promotion agencies, and affiliated entities further assume no liability either for the cancellation, modification or premature conclusion of the Contest for any reason or through the acts or defaults of any entity or person providing any prize. All such losses or expenses must be borne by the affected participants and/or Winner. Employees of the Sponsor and its parent, subsidiaries and affiliated companies and their immediate families are not eligible to participate in this. People who are solely engaged in pest control Distribution are eligible to vote but not eligible to submit entries. Only PMPs are eligible to submit entries. Neither the Sponsors nor its affiliates, subsidiaries, division or related companies are responsible for any damages, taxes, or expenses that winners might incur as result of this prize. Eligible submission entries and voters must verify that they are indeed eligible for this promotion. By entering the contest, contestants agree to abide by these rules, and represent and warrant that the entries are their own and original creations, and do not violate or infringe the rights, including, without limitation, copyrights, trademark rights or rights of publicity/privacy, of any third party. Although a Pest Management Professional can submit multiple entries, only 1 prize will be awarded to an individual. Companies may not enter, only individuals.
6. **WINNER LIST:** To obtain names of winners, go to www.Liphatech.com/success for a list of winners on or after June 23rd, 2010 but before December 1st, 2010.
7. **RESTRICTIONS:** Void where prohibited or restricted by law. Companies associated with the prizes are not a sponsor of this promotion. Trademarks of Sony and United Airlines are property of the respected companies.
8. **DISPUTES:** Any dispute arising from this contest will be determined according to the laws of the State of Wisconsin, without reference to its conflict of law principles, and the entrants consent to the personal jurisdiction of the state and federal courts located in Milwaukee County and agree that such courts have exclusive jurisdiction over all such disputes.
9. **SPONSOR:** Liphatech, Inc., 3600 West Elm Street, Milwaukee, WI 53209.