

## **Auto Plus Spring 2022 Rewards Contest Rules**

These rules, along with the information provided on the Auto Plus Spring 2022 Rewards Contest promotional materials (the “Contest Materials”) (collectively “Contest Rules”) are the complete, official rules for the Auto Plus Spring 2022 Rewards Contest. The Contest is sponsored by Auto Plus Auto Parts, located at 112 Townpark Dr Suite 300, Kennesaw GA 30144 (“Auto Plus” or “Sponsor”). Auto Plus reserves the right to disqualify any Participant who is found to breach these Contest Rules.

**CONTEST PERIOD:** Beginning on February 1, 2022 (“Registration Open Date”) and ending March 13, 2022 (“Registration End Date”), the Contest will be open for Participants to register to participate. The Contest will be open to receive registrations at 12:00:01 A.M. ET on the Registration Open Date and close to registrations on the Registration End Date at 11:59:59 P.M. ET (the “Registration Period”). Participants must register during the Registration Period to participate in the Contest. Any registrations received after the Registration Period will not be considered valid registrations. Participant’s shall register by filling out the Spring 2022 Rewards Program form and submitting it to your Commercial Account Manager before the Registration End Date.

It is the Participant's responsibility to check the Contest Rules regularly throughout the Contest to stay informed of any new or updated deadlines. Auto Plus is not responsible for any Participant's failure to do so.

Note: Sponsor’s computer is the official timekeeping device for this Contest.

**ELIGIBILITY:** The Contest is open only to Auto Plus Parts VIP Customers only, that are registered corporate entities in the United States and the District of Columbia, excluding Arizona. The following entities are not eligible to participate: (i) employees of Auto Plus, and any of their affiliate companies or subsidiaries; (ii) family members (spouse, parents, siblings and children) of any individual referred to in clause (i), and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Contest is subject to all federal, state, and local laws and regulations and is void outside the United States and where prohibited by law.

Sponsor reserves the right, in its sole and absolute discretion, to refuse to accept any registration for any reason.

Auto Plus is the sole judge of eligibility and may determine that a registration or Participant is ineligible to participate in the contest for a variety of reasons not described here but at the sole discretion of Auto Plus, including but not limited to, a Participant’s failure to follow these official rules.

All Participant’s A/R balance must be current and paid in full at the time the winners are selected to be eligible to earn a reward.

**AGREEMENT TO OFFICIAL RULES:** Participant’s participation in the Contest constitutes Participant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. By participating in the Contest, Participant expressly agrees to participate in supporting marketing and other promotions and endorsements for Auto Plus and its partners.

**SELECTION OF POTENTIAL WINNERS:** The Contest is a challenge of skill and the final results will be determined as provided below.

Winners will be selected to receive the prizes provided below based on the dollar amount of sales made in Qualifying Purchases between March 1, 2022 at 12:00:01 A.M. ET and May 31, 2022 at 11:59:59 P.M. ET (the “Promotion Period”) excluding applicable sales taxes (“Gross Sales”).

“Qualifying Purchases” shall mean new, bona fide, non-returned purchases made at regular prices from an Auto Plus Store on your commercial account during the Promotion Period in the following lines: Wagner, Moog, Monroe, and Quick Steer Any purchases that have been returned will not be considered Qualifying Purchases.

“Growth” shall mean the difference between Gross Sales made during the Promotion Period and Gross Sales made between March 1, 2021 and May 31, 2021.

Unless otherwise provided below, winners shall be selected based on the Region of their primary business location as provided on the registration. The Regions are defined as follows: Region 1 is customers in DE, FL,GA, MD, MO, MS, NC, Southern NJ, OK, Southern PA, TN, TX, VA and Region 2 is customers in CT, IA, IN, MA, NH, NY, Northern NJ, OH, Northern PA, RI, WI and WV. Please contact your Commercial Account Manager for more information on what region your account is serviced through.

**PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**

**Cash Prizes:**

One (1) Grand Prize Gross Sales winners shall be selected in each Region (for a total of two (2) Grand Prize Gross Sales winners) to receive a \$25,000 bill credit applied to your Mecum Auctions account based on the highest Gross Sales during the Promotion Period. You must reach out to Mecum Auctions and set up your account with them before you can redeem the bill credit as a "Grand Prize Gross Sales" winner.

One (1) Grand Prize Growth winners shall be selected in each Region (for a total of two (2) Grand Prize Growth Winners) to receive a \$25,000 bill credit applied to your Mecum Auctions account based on the highest Growth (as defined above). You must reach out to Mecum Auctions and set up your account with them before you can redeem the bill credit as a “Grand Prize Growth” winner.

**Product Prizes:**

Two hundred and fifty (250) Wagner winners shall be selected based on highest Gross Sales of Wagner Brake and Lighting products made during the Promotion Period to receive a Milwaukee M12 LED Underhood Light, APR \$279.

Two hundred and fifty (250) Moog/Quick Steer winners shall be selected based on highest Gross Sales of Moog/Quick Steer products made during the Promotion Period to receive a Milwaukee M12 Fuel 1/2 inch Drill Driver Kit with battery charger, APR \$229.

Two hundred and fifty (250) Monroe/Rancho winners shall be selected based on highest Gross Sales of Monroe/Rancho Ride Control products made during the Promotion Period to receive a Milwaukee M12 FUEL 3" Compact Cut Off Tool – Kit with battery charger, APR \$299.

Product Prizes are selected from all Participants and are not awarded based on Region.

Participants are only eligible to receive one Grand Prize. If a Participant earns both a Gross Prize and Growth Prize, they will be awarded only the Gross Prize and will be ineligible to receive a Growth Prize. Participants that receive a Grand Prize may also receive a Product Prize. Participants may receive more than one Product Prize.

PRIZES ARE AWARDED AS-IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

Each prize is nontransferable and non-refundable and must be accepted as awarded. No cash or other substitution may be made except by Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value for any reason as determined by Sponsor in its sole discretion. All other costs and expenses not specifically mentioned herein, Winner will be responsible for all applicable federal and local taxes on the receipt and use of the prize.

**Ties:**

In the event of a tie for the Gross Sales Prizes, winners will be selected based on which Participant achieved the highest Growth.

In the event of a tie for all other prizes, Winners will be determined based on which Participant achieved the overall highest Gross Sales of all Qualifying Products during the Promotion Period.

**Eligibility:**

Prize awards are subject to verification of eligibility and compliance with these Contest Rules. All decisions of the Sponsor will be final and binding on all matters relating to this Contest.

Winners will be selected sixty (60) days after the close of the Promotion Period and will be notified by email to their email address on their Auto Plus account.

Sponsor cannot accurately predict the number of Participants who will participate in the Competition and odds of winning depend upon the number of Participants and the skill level of the Participants.

**WINNERS' OBLIGATIONS (DELIVERY & DOCUMENTATION):** If a prize is valued at \$600 or more and the winner is subject to US tax obligations, the potential winner must also sign and return an IRS W-9 form, within the stated time in order to claim the prize.

Potential winners will be disqualified and the prize may be awarded to an alternate winner (the next-ranked qualified Participant on the leaderboard) if:

- the required documentation is not returned within 14 days after receipt of any request to provide documentation;
- prize notification letter/email or prize is returned as undeliverable;
- winner does not claim the prize within 14 days of notification of selection as a potential winner; or
- potential winner is disqualified for any reason.

By accepting any Prize, each Participant receiving a Prize thereby agrees to use of his/her name, address, title, biographical information, likeness and/or Prize information by Auto Plus for promotional purposes in any medium without additional compensation and agrees to sign a publicity release substantially to such effect upon Sponsor's request.

Grand Prize redemption requires winner to agree to all Mecum Auctions terms and to set up an account with Mecum Auctions by 9/1/22. Fees may apply to set up a Mecum auction account. Participant understands and agrees to pay for any and all fees to setup a Mecum auction account.

**DECLINING PRIZES:** A Participant may decline to be a Winner by notifying Auto Plus directly within one week following the Contest deadline, in which case the declining Participant forgoes any prize or other features associated with winning the Contest. Auto Plus reserves the right to disqualify a Participant who declines at Auto Plus's sole discretion if Auto Plus deems disqualification appropriate.

**RECEIVING PRIZES:** After verification of eligibility, each Prize winner will receive the prize through, in Auto Plus's sole discretion, U.S. Mail, third party carrier or via email as appropriate to the address provided on the registration. Allow for 60-90 days from final confirmation for Prize delivery. Any winners that receive prizes valued over \$600 will receive IRS 1099 form in the amount of their prize at the appropriate time. Prize winners are responsible for any taxes, fees or other liability resulting from their receipt of a Prize regardless of the value of the prize.

## **WARRANTIES AND OBLIGATIONS**

**PARTICIPANT WARRANTIES AND OBLIGATIONS:** By registering, you agree that all information provided on your Registration is truthful and accurate. All registration information is deemed collected in the United States.

Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Contest to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you may receive as part of the Contest.

Each Participant is solely responsible for all costs incurred by or behalf of the Participant in participating in the Contest.

A breach of any of these warranties will result in the corresponding Submission being invalid and may result in additional legal obligations.

**LIMITATION OF LIABILITY:** By participating in the Contest, each Participant agrees to release, indemnify and hold harmless Auto Plus, their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising out of your participation in or association with the Contest. Sponsor is not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Submissions.

Sponsor reserves the right to cancel, modify or suspend the Contest should any computer virus, bug or other technical difficulty, force majeure event, pandemic, or other causes beyond the control of Sponsor corrupt the administration, security, prize availability or proper play of the Contest, and to determine winners from among Submission not affected by the corruption, if any, in its sole discretion.

Auto Plus is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Submissions or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in

each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Submission materials, loss or otherwise. Auto Plus is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Contest.

**RESERVATION OF RIGHTS:** Sponsor reserves the right to modify the Start Date, End Date, and the right to modify, add or remove additional Contest deadlines for any reason. Any changes will be communicated through the Contest Rules.

## MISCELLANEOUS

**SEVERABILITY:** The invalidity or un-enforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

**PRIVACY:** Participants agree that personal data submitted and any other information provided in connection with the Contest may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules and the Privacy Policy found at <https://autoplusap.com/privacy/>. In addition to the uses of personal information described in that Policy, Sponsor will use information you provide through entry into the Contest to administer the Contest and to provide you with promotional emails unless you opt of receiving emails from Auto Plus. By entering the Contest, if you provide your email address, you are opting into Auto Plus's marketing email list, which you can unsubscribe from at any time by following the instructions provided in any marketing email.

**GOVERNING LAW AND VENUE:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually without resort to any form of class action, and exclusively by the appropriate courts located in Cobb County, Georgia and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event, attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this Contest, shall be governed by and construed in accordance with, the laws of the state of Georgia, without giving effect to any choice of law or conflict of law rules.

