

## **Auto Plus 2022 Limited Commercial Customer ACDelco Trip Contest Rules**

These rules, along with the information provided on the Auto Plus 2022 Limited Commercial Customer ACDelco Trip promotional materials (the “Contest Materials”) (collectively “Contest Rules”) are the complete, Contest Rules for the 2022 Limited Commercial Customer ACDelco Trip Contest (“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 September 1, 2022 (“Open Date”) and ending December 31, 2022 (“End Date”) (the “Promotion Period”), the Contest will be open for eligible participants.

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 commercial accounts customers who do not offer car repair or maintenance services and are located in the United States, excluding Arizona, and who participate in the Contest during the Promotion Period (“Participants”). 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 in Puerto Rico, outside the United States, and where prohibited by law.

Participants must purchase a net minimum of \$7,500.01 in Qualifying Products and increase their total purchases of Qualifying Products by ten (10) percent over the Promotion Period compared to total purchases made between September 1, 2021 and December 31, 2021.

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. Sponsor reserves the right in its sole discretion to grant potential winners with additional time to bring their balance current so they can earn a trip prize.

Sponsor reserves the right, in its sole and absolute discretion, to refuse to include any customer in this Contest for any reason.

Auto Plus is the sole judge of eligibility and may determine that a 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 Contest Rules, because the Participant has a history of delinquent payments, or because the Participant is delinquent at the time the time they become a potential winner.

**AGREEMENT TO CONTEST RULES:** Participant’s participation in the Contest constitutes Participant’s full and unconditional agreement to and acceptance of these Contest Rules and

the decisions of Sponsor, which are final and binding. Winning the Trip Prize (defined below) is contingent upon fulfilling all requirements set forth in these rules. By participating in the Contest, Participant expressly agrees to participate in supporting marketing and other promotions and endorsements for Auto Plus and its partners.

### **PRIZES AND SELECTION OF POTENTIAL WINNERS:**

The Contest is a challenge of skill compared to the other Participants and the final results will be determined as provided below.

“Qualifying Purchases” shall mean new, bona fide, non-returned ACDelco product purchases made at regular prices from an Auto Plus Store on your Auto Plus commercial account during the Promotion Period. Any purchases that have been returned will not be considered Qualifying Purchases. The value of Qualifying Purchases excludes applicable sales taxes.

There will be five (5) Grand Prizes awarded following the end of the Promotion Period.

Each Grand Prize consists of a 5-day/4-night vacation package for 2 adults from March 13, 2023 to March 17, 2023 at the Westin Reserva Conchal Golf Resort and Spa located in Playa Conchal, Costa Rica (the “Resort”) (the “Grand Prize”). The Grand Prize includes airfare plus transfers for two adults from the fifty (50) United States of America to the Resort on an airline(s) and ground transportation of Sponsor’s sole discretion and at the times, dates, and airports chosen by Sponsor while working in good faith with Participant. Grand Prize includes one room (double occupancy) with a balcony or terrace, dining at any of the Resort’s eight all-inclusive restaurants, room service and mini bar, and non-motorized water activities. The Resort offers nightly entertainment and on-site golf course, spa, and fitness center. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to additional ground transportation, personal charges at lodging, telecommunication charges, security fees, various taxes, spa treatments and services, specialty dining, tours & excursions, courses, purchases made at gift shops or other expenses or incidentals are not included and are the responsibility solely of the Winner and their companion.

The Approximate Retail Value (“ARV”) of each Grand Prize is: \$3,984-\$4,566 USD. The total ARV for all Grand Prizes combined is \$19,920-\$22,830. Max value of each Grand Prize value is capped at \$5,000 USD and Sponsor reserves the right to charge any difference for any value above \$5,000 that a winner and their companion receives, combined.

Each prize is nontransferable and non-refundable and must be accepted as awarded. The Grand Prize is not redeemable for cash. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute the Grand Prize or a Grand Prize component with another of equal or greater value. Each winner is responsible for all taxes and fees associated with Grand Prize receipt and use of the prize.

**Three (3) Grand Prizes** will go to the top three (3) eligible Participants with the highest net sales in Qualifying Purchases throughout the Promotion Period as determined solely based on Sponsor’s records and good faith determinations.

**Two (2) Grand Prizes** will go to the top two (2) eligible Participants with the highest increase in net sales of Qualifying Purchases throughout the Promotion Period as compared to those made between September 1, 2021 and December 31, 2021, and as determined solely based on Sponsor's records and good faith determinations.

Each Participant is only eligible to receive one Grand 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).

**WINNERS' OBLIGATIONS:**

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 commercial account.

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

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.

The potential Grand Prize Winner will be notified by phone or email, and may be asked to sign and return to the Sponsor, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if U.S. resident) to claim the Prize. In addition, the Winner's traveling companion may be required to complete and return a Travel Companion Waiver within the same time deadline (listed above). Note: The Affidavit sent to a US potential Winner will require that the winner provide their Social Security Number to Sponsor, which will be used solely for tax reporting purposes. The Grand Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Grand Prize Winner must note that the value of the Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winner is solely responsible for all matters relating to the Prize after it is awarded. In addition, it is the responsibility of the Grand Prize Winner and his/her traveling companions to obtain or maintain a valid passport at the time of travel should the Winner in question be traveling to another country. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential winner, if potential Winner cannot be reached via phone within three (3) business days from the first notification attempt, or if potential Winner fails to return requisite document(s) within the specified time period, or if potential Winner is not in compliance with these Contest Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected.

Each potential Grand Prize winner must call and respond to the given phone number and email address in the prize letter to arrange the trip details. Reservations must be confirmed at least 30 days prior to the departure date. If potential winner is unable to redeem the Grand Prize within the time period required then the grand prize may be forfeited in Sponsor's sole discretion. Winner and companion must obey all application laws and lodging restrictions.

Each Grand Prize Winner and their travel companion must execute a liability/publicity releases prior to travel, unless they are residents of the state of Tennessee or otherwise as prohibited by law. Winner and travel companion are solely responsible for obtaining documents necessary for their respective international travel (i.e. passport/visa), if applicable. Additional restrictions, conditions and limitations may apply.

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 fully claim the prize within 14 days of notification of selection as a potential winner; or
- potential winner is disqualified for any reason.

**Ties:** In the event of a tie for a Grand Prize, winners will be determined based on which Participant achieved the overall Highest Sales Volume of all Qualifying Products during the years 2021 and 2022 combined.

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.

**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.

#### **PARTICIPANT WARRANTIES AND OBLIGATIONS:**

By participating, you agree that all information you provide is truthful and accurate.

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 may result in disqualification from participation 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 (the "Released Parties") 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.

The Sponsor nor the resorts shall be liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.

Released Parties are not liable if any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control (a "Force Majeure Event").

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

**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 by updating these Contest Rules.

**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 Contest 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 Contest 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.

**COVID-19:** Sponsor and the Resort reserve the right to implement additional health, safety and Covid-19 protocols. Prior to entering the Resort, all guests may be administered a no-touch thermal scan to screen for fever. Anyone with any fever ( $\geq 38\text{ C}^\circ/100.4\text{ F}^\circ$ ) may not be allowed to enter the Resort. There is a risk in entry regardless of temperature checks, and all guests enter at their own risk and shall be advised as follows: If you experience any symptoms of any illness while at the Resort, please stay in your room and contact the Resort’s concierge. If you develop symptoms after leaving the Resort, see a doctor right away and advise the Resort. All guests shall further acknowledge and agree that they are fully aware of the contagious nature and effects of COVID-19 and voluntarily assume that risk and responsibility and further agree that they will release, indemnify and hold harmless Sponsor, the Released Parties and the Resort, and each of their respective parent corporations, affiliates, subsidiaries insurers,

directors, officers, employees, successors, assigns, agents and representatives, against any claims and/or damages whatsoever, including legal fees relating to any infection, transmission, health condition influenced or otherwise impacted or complication by COVID-19.

**COMPLIANCE WITH LAWS:** The Sponsor its affiliates, and the Resort shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Contest Rules or any agreement entitling any winner to assert any claim for liability, compensation, or refund.

**TRAVEL SAFETY WARNING:**

Due to the fact that travel and tourism are constantly in a state of flux, the Winner shall consult the U.S. State Department's website at [travel.gov](http://travel.gov) and enter the name of the country(ies) that they plan to visit for the latest information concerning traveler safety, security, and health advisories. All guests are responsible for checking the travel and entry protocols for the destination that they are travelling to before they depart and ensuring that they fully understand and comply with any such protocols. For example, for some destinations, may require all guests to be fully vaccinated and/or to obtain a negative PCR Covid-19 test a certain number of days before and on return travel. Please visit the [travel.gov](http://travel.gov) website before travel and check the official Government website for the country you are visiting. The Sponsor and/or Sandals and Beaches Resorts shall not be responsible for any additional costs incurred for any required test or any other pre-travel or post travel requirements.

By accepting the Grand Prize, where permitted by law, the Grand Prize Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Grand Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, Participants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**DISPUTES:** By entering the Contest, Participants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) 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; and 3.) Under no circumstances will any Participant be permitted to obtain any award for, and Participant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, shall be governed by, and construed in accordance with the laws of the state of Georgia, USA, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

**WINNERS LIST REQUEST:** To request confirmation of the names of the Grand Prize winners, please send a self-addressed, stamped business size envelope, by January 31, 2023, to: Auto Plus ACDelco Trip VIP Customer Winners at 112 Townpark Dr Suite 300, Kennesaw, GA 30144.