Official Rules for the Four Seasons® "Crew Selfie Contest"

Welcome to the Four Seasons® "Crew Selfie Contest" (the "**Promotion**"), sponsored by **Standard Motor Products, Inc.** (the "**Sponsor**"). Participation in this Promotion and eligibility for all prizes offered hereby are subject to the following Official Rules, by which all persons are bound upon submission of an entry.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state, provincial and local laws and regulations apply.

1. <u>Promotional Period</u>. This Promotion commences 12:00 a.m. Eastern Time on March 1, 2020 and ends at 11:59 p.m. Eastern Time on May 31, 2020 (the "**Promotional Period**").

2. <u>Eligibility</u>. Eligibility is limited to auto repair or service shops (each a "**Shop**") who are incorporated in the fifty (50) United States and/or the District of Columbia, and who participate in the Promotion through one or more persons who are duly authorized to act on behalf of the Shop (each such person, a "**Representative**"). By entering into the Promotion on behalf of the Shop the Representative represents and warrants that he or she is duly authorized to act for, and agree to these Official Rules on behalf of, the Shop. Entrants who disregard these Official Rules are not eligible to participate. Directors, officers, employees, contractors and agents (and their immediate family and household members) of Sponsor or its affiliates are not eligible to participate. Sponsor reserves the right to verify the eligibility of any person(s) submitting an entry on behalf of a Shop and Sponsor's determination of eligibility, in its sole discretion, shall be final.

3. <u>How to Enter</u>. To participate in the Promotion, during the Promotional Period, Shops must submit an entry (a "**Submission**") through one of the following ways:

- (a) Follow Sponsor's Facebook® page available at <u>https://www.facebook.com/auto.4Seasons</u>, and post on Sponsor's Facebook® page a group photograph with technicians and/or employees of the Shop next to Four Seasons® products, packaging or signage available at the Shop and tag the photograph with the hashtag #4SCrewSelfie.
- (b) Follow Sponsor's Instagram® account available at <u>https://www.instagram.com/FourSeasonsAutomotive</u>. Post on the Shop's or its Representative's Instagram® account a group photograph with technicians and/or employees of the Shop next to Four Seasons® products, packaging or signage available at the Shop and tag the photograph with the hashtag #4SCrewSelfie.

(c) Submit to the email address <u>4SMarketing@4S.com</u> a group photograph with technicians and/or employees of the Shop next to Four Seasons® products, packaging or signage available at the Shop.

In order for Sponsor to receive a Submission and for that Submission to be valid, the participating Shop's privacy settings for the Submission must be made public and/or Social Media (as defined below) must be public. Photographs posted prior to the commencement date of this Promotion will not be eligible to participate. All persons appearing in photographs must be at least the age of majority as of the date of the photograph. Each Shop should be able to provide on request all appropriate clearances, permissions and releases for the Submission, including location releases for all recognizable locations and releases from all identifiable persons depicted in the photograph (in the event a Shop cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit). Sponsor may disqualify any entry that contains references which are (or promote activities that are) obscene, crude, vulgar, or derogatory of any group, or references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

Limit one (1) entry per Shop. Multiple entrants are not permitted to share the same Facebook® or Instagram® account (together "Social Media") or email address. Any attempt by any entrant to obtain additional entries by using multiple/different Social Media accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Social Media account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a Social Media account.

4. <u>Prizes</u>.

(a) Three (3) Grand Prizes will be awarded during the Promotion. Each "**Grand Prize**" will consist of one (1) Mammoth® Cruiser Cooler and four (4) Mammoth® Rover Tumblers with a value of USD \$250 (Two Hundred and Fifty Dollars) (or a substitute prize of comparable value).

(b) A total of four hundred and fifty (450) Participation Prizes will also be awarded during the Promotion. Each "**Participation Prize**" consists of one (1) Four Seasons® A/C shop bay banner (or a substitute prize of comparable value).

5. <u>Selection of Winners</u>. At the end of each month during the Promotional Period, the Sponsor shall select a Grand Prize winner by evaluating each Submission from among the eligible entries received against the following criteria (equally weighted): relevance, creativity and thoughtfulness (collectively, the "**Criteria**"). In the event of a tie between or among Shops, an additional judge will re-evaluate the Submissions based on the Criteria to determine a Grand Prize winner. The Sponsor will also award Participation Prizes during the Promotional Period to the first four hundred and fifty (450) Shops who correctly enter the Promotion. Participating Shops are eligible to receive only one (1) Participation Prize.

6. <u>Conditions of Participation</u>.

(a) Participating Shops agree to be bound by these Official Rules and all decisions of the Sponsor, whose decisions will be final and binding.

(b) All entries are subject to Instagram LLC and/or Facebook, Inc.'s Terms of Service and other policies applicable to users of Instagram LLC and/or Facebook, Inc. Please refer to such terms and policies for additional details.

(c) The winner Shop will be responsible for all costs and expenses related to the prizes that are not specifically mentioned, including, but not limited to, all federal, state, provincial and local taxes, and other expenses reasonably incurred by the winner Shop in receiving or using the prize.

(d) Each participating Shop further agrees to accept delivery of any prize won based upon availability. Sponsor reserve the right to substitute a prize of equal or greater value in the event of unavailability. The prize is not transferable and the winners have no right of substitution (in cash or otherwise).

(e) Each participating Shop represents and warrants that all information contained in its Submission is/are true and accurate.

(f) Each participating Shop grants Sponsor the right to use its name and address (city and state or province), Content (as defined herein), entry form information and written and oral statements for advertising and marketing purposes, without compensation, unless otherwise prohibited by law. By submitting any Content or material to Sponsor, each Shop hereby waives any privacy expectation that it may have with respect to any such Content submitted to Sponsor.

(g) Each participating Shop represents and warrants that: (i) it owns or has the necessary licenses, rights, consents, permissions, and releases from the persons depicted in the photograph included with the Submission: (1) to use all material and content submitted in its entry (the "**Content**"), and (2) to grant to the Sponsor, and hereby grants to the Sponsor, the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable right to use, reproduce, distribute and otherwise display the Content in any format; (ii) to its knowledge, its Content does not violate any law or the privacy, publicity or intellectual property rights of any other person. (iii) waives its right to inspect or approve any such advertising, publicity or promotional materials; and (iv) Sponsor has no obligation to post, display or otherwise make publicly available the Shop's Submission and/or any Content included with the Submission, and may in its own discretion, remove or delete such Submission or Content

submitted to Sponsor Social Media accounts. Each Shop waives any right to inspect or approve the Sponsor's exercise of its rights granted herein.

(h) Sponsor is not responsible for any printing errors in any materials made available to participating Shops. Sponsor shall not be responsible for lost, late, misidentified, misdirected or incomplete entries or telecommunication or computer hardware or software performance, errors, delays or failures. If, for any reason, the fairness or integrity of the Promotion becomes compromised, or Sponsor's administration or fulfilment of the Promotion becomes impracticable, Sponsor reserves the right to terminate or modify the Promotion, and to disqualify any individual who tampers with the administration of the Promotion.

7. <u>Winner Notification</u>. Each winner of a prize will be notified in-person or by telephone, regular first-class mail, e-mail, Social Media or other electronic means within thirty (30) days after such winner has been finally determined. Sponsor may require prize winners to execute an affidavit of eligibility, publicity release (except where prohibited by law), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, an "Affidavit"). If the prize winner does not respond to the Sponsor's first notification within five (5) business days, is found to be ineligible, fails to execute the Affidavit or other reasonable documentation required by Sponsor and/or the prize is returned as undeliverable, Sponsor may consider such prize winner to have forfeited the prize and another prize winner may be selected as time allows.

8. <u>Disclaimers, Dispute Resolution and Limitations of Liability.</u>

(a) Each Participant hereby releases, and agrees to defend, indemnify and hold harmless the Sponsor, its affiliates, those working on its behalf in connection with the Promotion, each of their respective officers, directors, representatives, employees, agents, successors and assigns, Facebook, Inc. and Instagram, LLC, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of any prize awarded hereunder. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, and by final and binding arbitration in New York County, New York, in accordance with the Rules of Arbitration of the American Arbitration Association. This Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of conflicts of laws principles.

ANY CLAIMS JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO (b) ACTUAL **OUT-OF-POCKET** COSTS ASSOCIATED WITH **ENTERING** THIS PROMOTION. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES. INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

(c) This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. and Instagram, LLC. All information provided by Participants is provided to Sponsor, its affiliates or those working on its behalf, and not Facebook, Inc. or Instagram, LLC.

(d) The Sponsor makes no warranties, representations or guarantees, express or implied, in fact or in law, with regard to any prize awarded hereunder or any product purchased with such prize, including but not limited to any warranties of quality, condition and/or fitness for any purpose. Any warranties, representations or guarantees shall be made solely by the manufacturer of such product or its authorized representatives.

(e) The Sponsor reserve the right to cancel, terminate, modify or suspend any part or all of the Promotion if the Promotion cannot operate as planned due to causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion.

(f) If any term or provision set forth herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision set forth herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

<u>Contact</u>. If you have any questions regarding this Promotion or if you would like to receive a copy of these Official Rules, please contact Standard Motor Products, Inc., Four Seasons Division, 1801 Waters Ridge Drive, Lewisville, Texas 75057, Attn: Melanie Gann.