

## **Official Rules for the “Ignite Your Standard® Coil Sales” Promotion**

Welcome to the “Ignite Your Standard® Coil Sales” Promotion (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.

THIS IS A TRADE PROMOTION AND IS NOT OPEN TO CONSUMERS. The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state and local laws and regulations apply.

1. **Promotional Period.** 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. **How to Enter & Win.** To register for the Promotion, during the Promotional Period, a Representative of each Shop must visit [www.StandardCoilsIgnite.com](http://www.StandardCoilsIgnite.com) to (i) view a short video and complete the quiz that follows and (ii) follow the instructions on the page to complete and submit the online registration form. Once registered, for every ten (10) Standard®, Blue Streak®, Import Direct® or Intermotor® coils of any combination that each eligible Shop buys during the Promotional Period, the Sponsor will award that Shop one (1) Visa® gift card in the amount of USD \$25 (or a substitute prize of comparable value), except those Shops that select “O’Reilly” as their point of purchase will receive one (1) O’Reilly® gift card in the amount of USD \$25 (or a substitute prize of comparable value).
3. **Eligibility.** Eligibility is limited to auto repair or service shops (each a “**Shop**”) who are incorporated in the fifty (50) United States, the District of Columbia, and/or the provinces of Canada (excluding Quebec), 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.
4. **Winner Notification.** Each winner of a prize will be notified by e-mail, in-person, by telephone or by regular first-class mail within thirty (30) days after such winner has been finally determined. Sponsor may require the prize winner to execute an affidavit of eligibility, publicity release (except where prohibited), 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 notification within fifteen (15) 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. The prize is not transferable and the winner has no right of substitution (in cash or otherwise). Sponsor reserves the right to substitute a prize of equal or greater value in the event of unavailability.

5. Conditions of Participation. The winner will be responsible for all costs and expenses related to the prize that are not specifically mentioned, including, but not limited to, all income, federal, state and local taxes and other expenses reasonably incurred by the winner in receiving or using the prize. Shops agree to be bound by these Official Rules and all decisions of Sponsor, whose decisions will be final and binding. Each Shop further agrees to accept delivery of any prize won based upon availability. In addition, each Shop represents and warrants that all information contained in its registration form is true and accurate. Sponsor is not responsible for any printing errors in these Official Rules or otherwise in any materials made available to Shops. By submitting a completed registration form, Shops grant to Sponsor, its agents and others working on their behalf the right to use the Shop's name or registration form information for advertising and marketing purposes, without additional compensation, unless otherwise prohibited by law. Each Shop hereby assigns to Sponsor all of its right, title and interest in and to all registration entries, including, without limitation, all intellectual property rights embodied therein. Sponsor shall not be responsible for lost, late, misidentified or misdirected registration 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 registration process or the administration of the Promotion.

6. Disclaimers, Dispute Resolution and Limitations of Liability.

(a) Each Shop 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, 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.

(b) ANY CLAIMS JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. EACH SHOP 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) 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.

(d) 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.

(e) 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.

7. **Contact.** 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., 37-18 Northern Blvd., Long Island City, NY 11101, Attn: Ignite Your Standard® Coil Sales Promotion, c/o Marketing Department.

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