

## PartsCityPromo.com Official Rules and Terms and Conditions

---

1. Parts City Automotive Stores, Inc., d/b/a Parts City Auto Parts (collectively “Sponsor”) is providing the PartsCityPromo.com program (“Program”). By participating in the Program, you agree to abide by these Official Rules and Terms and Conditions (“Official Rules”) and the decisions of the Sponsor, shall be final and binding.
2. THE PROGRAM IS VOID WHERE PROHIBITED BY LAW.
3. The Program is open to eligible automotive service facility business owners who purchase qualifying automotive products from the Sponsor and who are enrolled in the Program. Further, the Program is open only to individuals who are **21 years of age or older** and are legal residents of the United States at the time of entry.
4. The Program is designed to reward Parts City Auto Parts professional customers (each an “Account”) who purchase eligible product(s) from Qualifying Product Categories (defined below). An Account will be rewarded for eligible product purchases made during the Program earning period.
5. All Program participants acknowledge compliance with these Official Rules including eligibility requirements. Sponsor will not be responsible for technical or human errors in omission, interruption, defect or delay in calculations; destruction, deletion, loss or misplacement of records; untimely submission of sales records; or failure of Sponsor to receive sales data during the term of the Program. Sponsor reserves the right to cancel or modify the Program if fraud, technical failures or any other causes beyond the control of Sponsor compromise the integrity of the Program as determined by Sponsor in its sole discretion. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
6. Rewards: No transfer, change or cash substitution of any reward is permitted except at the sole discretion of Sponsor. Other restrictions may apply. Any and all applicable federal, state, and local taxes for a reward is the sole responsibility of the Account redeeming the reward. Additional information regarding Rewards is available at [www.PartsCitypromo.com](http://www.PartsCitypromo.com). Sponsor does not endorse, and makes no warranties with regard to, any products, services or gifts obtained from or provided by any third party. Sponsor shall not be liable or responsible for any such products, services or gifts.
7. Determination of Rewards: Rewards will be granted in the form of reward dollars to reach predetermined reward levels based on each Account’s purchases of eligible products during the Program earning period as follows:
  - Rewards are calculated based on the information the Account enters via website.

## PartsCityPromo.com Official Rules and Terms and Conditions

---

- If an Account has negative net purchase dollars of the Qualifying Product Categories during the Program, reward dollars will be deducted based on the amount of negative net purchase dollars.
  - Rewards may take 8 – 10 weeks for delivery from the time the order form is received.
8. Exclusions: there are no national exclusions for the program.
9. General Conditions: If for any reason the Program is not capable of running as planned, including, but not limited to, due to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of such Program, Sponsor reserves the right to disqualify any individual who causes any such problem, and to cancel, terminate, modify or suspend the Program. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or any problem or technical malfunctions of any telephone network or lines, or any combination thereof, which may limit an Account's ability to participate in the Program. By participating in the Program, each Account agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Program or any rewards provided, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs, associated with participating in the Program, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any customer be permitted to obtain any award for, and customer hereby knowingly and expressly waives all rights to punitive, incidental or consequential damages and/or any other damages other than actual out-of-pocket expenses. Each customer, by redeeming a reward, agrees to release and hold harmless Sponsor, its parent, subsidiaries, affiliates and related entities from any and all liability, claims or actions of any kind whatsoever, which may result from the receipt, enjoyment, ownership or use or misuse of such reward (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property. Sponsor does not assume any liability due to force majeure events, including without limitation, scheduling conflicts, labor strikes, Acts of God, or other unforeseen events that disrupt the Program. Sponsor reserves the right to cancel, modify, or suspend the Program. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROGRAM RULES OR THE RIGHTS AND OBLIGATIONS OF ACCOUNTS OR SPONSOR IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THE PROGRAM 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, THE PROGRAM RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR

## PartsCityPromo.com Official Rules and Terms and Conditions

---

ILLEGAL PROVISION WERE NOT CONTAINED HEREIN. EACH PERSON WHO PARTICIPATES IN THE PROGRAM AGREES THAT THE STATE AND FEDERAL COURTS LOCATED IN GREENE COUNTY, STATE OF MISSOURI SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE TERMS AND CONDITIONS OR THE RIGHTS AND OBLIGATIONS OF CUSTOMERS OR SPONSOR IN CONNECTION WITH THE PROGRAM AND EACH HEREBY WAIVES ANY CLAIM THAT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.

10. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Sponsor unless otherwise indicated. No part of the materials made available may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means electronic, mechanical, photocopying, recording, or otherwise without prior written approval. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.
11. Privacy Policy: At the discretion of Sponsor, Account information may be supplied to Sponsor employees and contactors providing services related to the Program as deemed necessary by Sponsor.
12. Limitation of Liability: The Program's Internet site and its contents herein are provided as a convenience to the Accounts. The contents of Program Internet pages are provided on "as is" and "as available" basis. Sponsor does not warrant that its Internet pages will be uninterrupted or error-free. Sponsor reserves the right to revise Program Internet site pages or withdraw access to them at any time. NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE AVAILABILITY, ACCURACY, RELIABILITY OR CONTENT OF THESE INTERNET SITES AND THEIR RELATED PAGES. SPONSOR, ITS PARENT, SUBSIDIARIES, AFFILIATED AND RELATED ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR FOR BUSINESS INTERRUPTION ARISING OUT THE USE OF OR INABILITY TO USE THIS SERVICE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIABILITY OF SPONSOR WOULD IN SUCH CASE BE LIMITED TO US \$50.00.
13. For an Account's easy accessibility, Sponsor may include links to sites on the internet that are owned or operated by third properties. By linking to such third-party sites, each Account must review and agree to that site's rules of use before using such site. You also agree that Sponsor has no control over the content of that site and cannot assume any responsibility for material

## PartsCityPromo.com Official Rules and Terms and Conditions

---

created or published by such third-party sites. In addition, a link to a non-Sponsor site does not imply that Sponsor endorses the site or the products or services referenced in such third-party site. Hyperlinks to other Internet resources are at Account's own risk; the content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored or endorsed by Sponsor

14. SPONSOR: Parts City Automotive Stores, Inc., d/b/a Parts City Auto Parts, 233 South Patterson, Springfield, MO 65802.
15. INDEPENDENT PROGRAM ADMINSTRATOR: This Program is being administered by Unified Resources, Inc., who is responsible for overseeing the fulfillment of all rewards, and whose decisions, together with Sponsor, are final in regard to the conduct of this Program.
16. PRIVACY POLICY: Information collected from Accounts will be used to communicate with Accounts regarding the Program and otherwise.