

# O'REILLY AUTO PARTS/FIX-A-FLAT FREE GAS FOR A YEAR SWEEPSTAKES OFFICIAL RULES

## ("Official Rules")

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**INTERNET ACCESS IS REQUIRED. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

1. **SPONSOR:** ITW Global Tire Repair, an Illinois Tool Works Inc. company, with offices at 125 Venture Drive, Suite 210, San Luis Obispo, CA 93401 ("**Sponsor**").
2. **ELIGIBILITY:** The O'Reilly Auto Parts/Fix-a-Flat Free Gas for a Year Sweepstakes ("**Sweepstakes**") is open only to individuals who are legal residents of and currently residing in one of the fifty (50) states in the United States of America and the District of Columbia ("**US**") and at least eighteen (18) years of age or older at time of entry. **Sponsor** and O'Reilly Auto Parts and their parent, affiliate, and subsidiary companies, participating advertising and promotional agencies, and prize suppliers, including but not limited to those entities involved in the preparation of materials for, administration, and/or execution of this Sweepstakes (collectively "**Sweepstakes Entities**"), and their immediate family members (spouse, siblings, children and parents including step-relations) and/or those living in the same household of such employees (whether or not related) are ineligible.
3. **SWEEPSTAKES PERIOD:** Sweepstakes starts at 12:00 a.m. Pacific Time ("**PT**") on May 24, 2023 and ends at 11:59 p.m. PT on June 27, 2023 ("**Sweepstakes Period**"). Sponsor's computer will be the official timekeeping device of this Sweepstakes. Sponsor is not responsible for late, incomplete, or misdirected Entries.
4. **HOW TO ENTER:** To enter during the Sweepstakes Period, using your smart-phone device, tablet, or computer, access the Sweepstakes website ("**Website**") by entering <https://www.fixaflat.com/freegas> (the "**URL**") in your web browser. Then, follow the on-screen instructions to complete and submit an entry in the Sweepstakes ("**Entry**"). Each individual who submits an Entry ("**Entrant**") must provide his/her first name, last name, physical mailing address, phone number, and email address, confirm that he/she is eighteen (18) years of age or older, and check the box agreeing to these Official Rules. Entrants, at their own option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor. Choosing to "opt-out" or "opt-in" will not affect Entrants' chances of winning.

Sponsor cannot guarantee this Sweepstakes will be available via all wireless carriers. Standard message & data plan rates may apply. Other charges may also apply. Check your mobile plan for rates/details relating to entering in this Sweepstakes via mobile URL.

Entries not legitimately submitted in accordance with these Official Rules, in the Sponsor's sole discretion, are void.

**Limit one (1) Entry per person and household during the Sweepstakes Period.** Entries must be received by 11:59 p.m. PT on June 27, 2023. Proof of Entry submission is not proof of its receipt by Sponsor. Only eligible Entries received by Sponsor during the Sweepstakes Period will be accepted. In the event of a dispute as to the identity of an Entrant, the Entry will be deemed completed by the authorized account holder of the email address used to enter. An Entrant may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the email address used to complete the Entry. Sponsor is not responsible for late, lost, misdirected, incomplete, delayed, stolen, invalid, unintelligible, technically corrupted, or garbled Entries, which will be disqualified, or for any failure to capture Entries, or problems of any kind whether mechanical, human, or electronic.

By entering in this Sweepstakes, all Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and its authorized representatives, which are final and binding in all matters concerning this Sweepstakes. More than the stated number of allowable Entries per person and household during the Sweepstakes Period is not permitted. If more than one (1) Entry during the Sweepstakes Period is received from one person or household, only the first Entry submitted will be considered valid, however, any attempt by any person to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, and logins, cheating, or fraud, through a sweepstakes club or similar entity, or any other unauthorized methods will void all Entrant's Entries and Entrant will be disqualified from the Sweepstakes. All Entries become the property of Sponsor and will not be acknowledged or returned.

5. **WINNER SELECTION:** On or about June 30, 2023, Sponsor or its authorized representative will conduct a random drawing to randomly select one (1) winner of this Sweepstakes ("**Winner**") from among all eligible Entries received during the Sweepstakes Period. The drawing will be conducted by Sponsor, and Sponsor's decisions will be final in all matters pertaining to the random drawing.

THE POTENTIAL WINNER THAT IS RANDOMLY SELECTED IS SUBJECT TO VERIFICATION BY SPONSOR. THE POTENTIAL WINNER IS NOT THE WINNER OF THE PRIZE UNLESS AND UNTIL HIS OR HER ELIGIBILITY HAS BEEN VERIFIED, HE OR SHE HAS BEEN NOTIFIED THAT ELIGIBILITY VERIFICATION IS COMPLETE, AND HE OR SHE TAKES POSSESSION OF THE GRAND PRIZE.

6. **GRAND PRIZE, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:** Only one (1) Grand Prize will be awarded in connection with this sweepstakes. The "Grand Prize" consists of a gift card for gas and (6) 16oz cans of Fix-a-Flat:

**A.** The total approximate retail value ("ARV") of the Grand Prize is \$3,087.54.

**B.** Odds of winning the Grand Prize depend on the number of eligible Entries received during the Sweepstakes Period.

**C.** Gift card may be subject to additional restrictions and requirements as stated on the card and/or the materials provided with the card. All federal, state, and local taxes payable in respect of the Grand Prize are solely the responsibility of the Grand Prize Winner. Any valuation of the Grand Prize stated above is based on available information provided to Sponsor at the time these Official Rules were published, and the value of the Grand Prize will be reported for tax purposes as required by law. The potential Winner must provide Sponsor or its authorized representative with his/her social security number to receive the Grand Prize. For more information regarding Sponsor's Privacy Policy, visit <https://www.fixaflat.com/pages/privacy-policy>.

Winner agrees that the Grand Prize is personal to him/her, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed prior to delivery by Sponsor. No assignment or transfer of the Grand Prize, in whole or in part, is permitted. Sponsor reserves the right in its sole discretion to substitute the Grand Prize, or a portion thereof, with a prize or prizes of equal or greater value, without liability. The Winner cannot require Sponsor to exchange or redeem the Grand Prize for cash.

*Any depiction of the Grand Prize or any element thereof in promotional and advertising materials in connection with the Sweepstakes is for illustrative purposes only and may not be the actual prize awarded.*

7. **HOW TO CLAIM THE GRAND PRIZE:** The potential Winner is subject to confirmation of eligibility and verification by Sponsor or its authorized representative before the Grand Prize will be awarded. On or about June 30, 2023, the potential Winner will be contacted by Sponsor or its authorized representative, in their sole discretion, via email and/or telephone at the email address and/or telephone number provided by the Entrant to enter this Sweepstakes in order to notify him/her that he/she has been selected as the potential Winner and to verify his/her eligibility and compliance with all requirements set forth in these Official Rules. The potential Winner will have seven (7) days to respond to this notification. The potential Winner must respond as instructed in the notification message. Entrants should regularly check their spam filters and voice mail messages to ensure they do not contain any Sweepstakes notifications. Failure to promptly respond to Sponsor's notification may result in forfeiture of the Grand Prize.

To be declared the Winner, the potential Winner must meet all eligibility requirements and the terms and conditions of these Official Rules, as determined by Sponsor or its authorized representative in their sole and absolute discretion. The potential Winner is not the Winner unless and until the potential Winner's eligibility has been verified and he/she has been notified that verification is complete and any necessary documentation has been properly submitted to Sponsor or its authorized representative.

The potential Winner must be able to accept the Grand Prize as awarded in its entirety or not at all or else potential Winner may waive the right to receive the Grand Prize. The potential Winner must return a Declaration of Eligibility/Liability & Publicity Release ("**Declaration**") within a time period specified by Sponsor or its authorized representative before being declared the Winner and receiving the Grand Prize. The potential Winner may be required to furnish other proof of identification and eligibility under these Official Rules, except where prohibited by law. In the event the potential Winner: fails to provide all required information and/or documentation or execute the Declaration within the time period specified by Sponsor or its authorized representative; is found to be ineligible or not in compliance with all of the requirements set forth in these Official Rules; declines to accept the Grand Prize; or cannot be reached at the email address and/or telephone number provided at the time of Entry within seven (7) business days after the first attempt by Sponsor or its authorized representative to contact the potential Winner, the Grand Prize will be forfeited and may be awarded, in Sponsor's sole and absolute discretion, to an alternate potential Winner by random drawing from all remaining eligible Entries received during the Sweepstakes Period.

Sponsor also reserves the right to and may conduct a voluntary background check on a potential Winner, and such individual agrees to cooperate, to confirm eligibility, and to help ensure that awarding the Grand Prize to any such individual will not bring the Sweepstakes Entities into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sweepstakes, the Sweepstakes Entities, or their respective brands, goods, or services, as determined by Sponsor in its sole discretion. In the event the potential Winner of the Grand Prize refuses the voluntary background check, such refusal will cause forfeiture of the Grand Prize.

Upon confirmation of eligibility and verification, the Grand Prize will be delivered to the Winner's home address on or around July 15, 2023. No other delivery option will be available.

8. **PUBLICITY:** Acceptance of the Grand Prize constitutes permission for Sweepstakes Entities to use the Winner's persona, name, biographical information, opinions, voice, photograph, and/or likeness for advertising and promotional purposes in connection with this Sweepstakes in any and all media now known or hereinafter developed throughout the world, without additional compensation, review, notification, or permission, unless prohibited by law.
9. **RELEASE AND INDEMNIFICATION:** WINNER AGREES, BY ACCEPTING THE GRAND PRIZE, AND EACH ENTRANT AGREES, BY ENTERING IN THIS SWEEPSTAKES, TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, DISTRIBUTORS, RETAILERS, OR LEGAL ENTITIES PARTICIPATING IN THE DESIGN, ADMINISTRATION, OR FULFILLMENT OF THIS SWEEPSTAKES, INCLUDING ANY WEB DEVELOPMENT COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, PRIZE SUPPLIERS, AND ANY OTHER INDIVIDUALS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY THREATENED OR ACTUAL INJURIES, LOSS, COST, OR DAMAGE OF ANY KIND TO ANY PERSON, INCLUDING DEATH OR DISABILITY, AND PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE,

POSSESSION, USE, OR MISUSE OF THE GRAND PRIZE, INCLUDING, WITHOUT LIMITATION, CLAIMS, SUITS, INJURIES, LOSSES, AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, VIOLATION OF THE RIGHTS OF PUBLICITY OR PRIVACY, OR DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY, AND WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. ENTRANTS COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE AND FURTHER COVENANT NOT TO DISAFFIRM, LIMIT, OR RESCIND THIS RELEASE.

10. **LIMITATIONS OF LIABILITY/INTERNET:** WINNER AGREES TO ACCEPT THE GRAND PRIZE "AS IS" AND HEREBY ACKNOWLEDGES THAT RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE GRAND PRIZE, INCLUDING BUT NOT LIMITED TO, THE QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR EXPRESS WARRANTIES, IF ANY, PROVIDED EXCLUSIVELY BY THE SUPPLIERS OF THE PRODUCTS CONTAINED IN THE GRAND PRIZE THAT ARE SENT ALONG WITH THE GRAND PRIZE TO THE WINNER. SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, HUMAN, OR OTHER ERROR INVOLVED OR RELATING TO THE PRINTING OF SWEEPSTAKES COMMUNICATIONS AND/OR COLLATERAL ADVERTISING MATERIALS, ADMINISTRATION OF THE SWEEPSTAKES, PROCESSING OF ENTRIES, THE SELECTION OR VERIFICATION OF THE POTENTIAL WINNER, OR ANNOUNCEMENT OF THE WINNER, OR IN ANY OTHER MATERIALS OR INFORMATION ASSOCIATED WITH THE SWEEPSTAKES. IF, THROUGH PRINTING OR PRODUCTION ERROR, OR FOR ANY OTHER REASON WHATSOEVER, MORE GRAND PRIZES ARE CLAIMED THAN INTENDED AND/OR SET FORTH IN THESE OFFICIAL RULES, SPONSOR RESERVES THE RIGHT TO AWARD THE GRAND PRIZE BY RANDOM DRAWING FROM ALL ELIGIBLE CLAIMANTS FOR THE GRAND PRIZE. IN NO EVENT WILL MORE THAN ONE (1) GRAND PRIZE AS SET FORTH IN THESE OFFICIAL RULES BE AWARDED. IF FOR ANY REASON THE SWEEPSTAKES, OR ANY ELEMENT THEREOF, IS NOT CAPABLE OF RUNNING AS PLANNED, INCLUDING, BUT NOT LIMITED TO, INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, CHEATING, TECHNICAL FAILURES, OR ANY OTHER CAUSES, TECHNOLOGICAL OR OTHERWISE, WHICH CORRUPT, DISRUPT, OR OTHERWISE AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY, OR PROPER CONDUCT OF THIS SWEEPSTAKES, SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY, OR SUSPEND ANY AND ALL ASPECTS OF THE SWEEPSTAKES AND/OR OFFICIAL RULES AT ANY TIME AND WITHOUT NOTICE, AND SPONSOR RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO SELECT THE POTENTIAL WINNER OF THE GRAND PRIZE BY RANDOM DRAWING FROM ALL ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD PRIOR TO THE DATE OF SUCH ACTION, OR AS OTHERWISE DEEMED EQUITABLE, REASONABLE, AND IN KEEPING WITH THE INTENT OF THE SWEEPSTAKES BY SPONSOR. SPONSOR FURTHER RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT SUSPECTS, IN ITS SOLE AND ABSOLUTE DISCRETION, TO BE TAMPERING WITH ANY ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES, TO BE CHEATING, OR ACTING IN A NON-SPORTSMANLIKE OR DISRUPTIVE

MANNER. IF SPONSOR SUSPECTS THAT ANY ENTRANT HAS OR APPEARS TO HAVE SUBMITTED MASS ENTRIES, OR ENTRIES GENERATED BY AN AUTOMATED PROGRAM, BOT, SCRIPT, ROBOTIC, MACRO, OR USE OF ANY OTHER DEVICE THAT IS PROHIBITED, THIS WILL RESULT IN DISQUALIFICATION. **CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND SEEK PROSECUTION OF ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES, INCLUDING ANY DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO THE URL, USE OF THE WEBSITE, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. **INTERNET / WIRELESS SERVICES:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction, or unauthorized access to or alterations of Sweepstakes Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software, or any other communications incompatibility, malfunctions, or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems, lost or unavailable network connections, telephone connections, wireless device connections, or traffic congestion on the Internet or at any website, human error, or any combination thereof.
12. **GOVERNING LAW; DISPUTES:** By entering the Sweepstakes, each Entrant who is a legal resident of the US agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, the Grand Prize, or any portion thereof, shall be resolved individually, without resort to any form of class action, and exclusively in the courts of San Luis Obispo County, California; and (ii) in addition to the limitations in Section 10 of these Official Rules, any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity, and enforcement of these Official Rules, or the rights and obligations of the Entrant and Sponsor, shall be construed and governed by the laws of the State of California, without regard to conflicts of law rules.
13. **POSTING TERMS AND PRIVACY:** By entering in this Sweepstakes, each Entrant will be sharing his/her personal information with Sponsor, only for the purposes of entering in this Sweepstakes, or if the Entrant elects to opt-in to receive electronic communications from

Sponsor. Entrants and the Winner acknowledge and agree that Sponsor is granted the right to publish the name of the Winner in a Winners List in accordance with Section 14 of these Official Rules. By entering in this Sweepstakes, each Entrant agrees to Sponsor's or its authorized representatives' use of his/her personal information as described herein and in Sponsor's Privacy Policy at <https://www.fixafat.com/pages/privacy-policy>.

14. **WINNERS LIST:** For the name of the Winner, send a separate self-addressed, postage pre-paid envelope to: O'Reilly Auto Parts/Fix-a-Flat Gas for a Year Sweepstakes Winner List, 125 Venture Drive, Suite 210, San Luis Obispo, CA 93401. Requests must be received by July 31, 2023. Limit one request per person and household.

15. **GENERAL:** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Sponsor reserves the right to terminate, rescind, or modify this Sweepstakes at any time in whole and in part without prior notice. Entrants waive any right to claim ambiguity in these Official Rules. A waiver by one or more of the Released Parties of any term in these official rules does not constitute a waiver of any other provision.

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