NAPA Instant Win and Grand Prize Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: NAPA Instant Win and Grand Prize Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Genuine Parts Company ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").
- **2. Sponsor:** Genuine Parts Company, 2999 Wildwood Pkwy, Atlanta, GA 30339. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Promotion begins on June 24, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on August 4, 2024 at 11:59 p.m. ET (the "Promotion Period"). Administrator's servers are the official time-keeping device for this Promotion.
- **4. Prize Provider:** Herschend Family Entertainment Corporation and its subsidiaries and affiliates, 157 Technology Parkway, Suite 100, Peachtree Corners, GA 30092 ("Prize Provider").
- 5. How to Enter: During the Promotion Period. https://napaautoparts.promo.eprize.com/sweeps/ ("Promotion Site") and follow the links and instructions to register (if you have not done so previously) and accurately complete and submit the registration form including your first and last names (initials only are not sufficient), email address and a home address (P.O. Boxes are not permitted) or log in to your account. If this is your first visit to the Promotion Site, and you are not yet a NAPA Rewards member, you will be prompted and required to create a NAPA Rewards account. All potential entrants must select one (1) Sweepstakes prize package (each a "Sweepstakes Prize Package") from among the available options for which you would most like to win (on your first visit only). You automatically will receive one (1) entry into the Sweepstakes into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, the Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided prize claim directions All potential winners will be confirmed if they timely complete prize claim requirements, are verified as eligible, subject to household prize limits. Administrator is responsible for the functionality of the Instant Win Game.

<u>Limit</u>: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in

its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Bonus Sweepstakes Opportunities:

a.) Share on Social: During the Promotion Period, after registering or logging into the Promotion Site, you will be invited to share the Promotion details on Facebook and X (formally known as Twitter), each, a "Social Share." For each eligible friend (up to one (1) from each social platform) who uses the unique link included in your Social Share to register during the Promotion Period, you will receive one (1) additional entry into the Sweepstakes into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion.

<u>Limit</u>: Each entrant may receive one (1) additional entry per social platform, during the Promotion Period via this method.

<u>b.)</u> <u>View Deals</u>: During the Promotion Period, after registering or logging into the Promotion Site, follow the links and instructions to view the deals page to receive one (1) additional entry into the Sweepstakes into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion.

<u>Limit</u>: Each entrant may receive one (1) additional entry per social platform, during the Promotion Period via this method.

c) Make a Qualifying Purchase and Upload Receipt: During the Promotion Period, visit a NAPA location and make a purchase in any NAPA store or online (each a "Qualifying Purchase"). Online purchases are eligible for this Promotion. Be sure to keep your receipt. Take a photo of your entire receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s). Then, during the Promotion Period, visit Promotion Site, as outlined above, and upload the image of your receipt. Each receipt may only be used once. Once the receipt is validated, you will receive one (1) additional entry into the Sweepstakes into the drawing for the Sweepstakes Prize Package you selected when registering for this Promotion.

To earn additional Sweepstakes entries without making a Qualifying Purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage and the Sweepstakes Prize Package written on the outside of the envelope "Dollywood"; "Kentucky Kingdom & Hurricane Bay"; or "Silver Dollar City" to "NAPA Instant Win and Grand Prize Sweepstakes," c/o Merkle Inc., P.O. Box 5046, Department 863290, Kalamazoo, MI 49003-5046. You will receive one (1) additional entry into the drawing for the Sweepstakes Prize Package you have requested. Limit: One (1) request for one (1) additional entry per envelope. NOTE: If you do not include the Sweepstakes Prize Package drawing/prize pool you wish to enter written on the outside of the envelope, you will receive one (1) Sweepstakes entry into the Dollywood drawing. All mail-in entries must be handwritten and must be postmarked by August 5, 2024 and received by August 12, 2024. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive up to six (6) total additional entries into the Sweepstakes during the Promotion Period for either making a Qualifying Purchase **or** sending in a mailin, as outlined above.

- **6. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries received during the Promotion Period for the applicable Sweepstakes Prize Package drawing on or around August 15, 2024. Instant Win Game: One thousand one hundred seventy-five (1,175) random, computergenerated winning times, one for each prize listed below, will be seeded throughout the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-seeded times, you will be a potential instant winner of the prize indicated, subject to verification of potential winner's eligibility and the household prize limitations. Only the first eligible entrant from a household to receive an on-screen notification of winning an Instant Win prize will be eligible to win the prize.
- 7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.
- 8. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. Each potential winner of a prize valued at or over \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. All potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

9. Prizes, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

Sweepstakes Prizes: There are three (3) Grand Prizes. Each winner will choose one (1) of the following, as provided upon registering for the Promotion:

<u>DOLLYWOOD GRAND PRIZE</u>: A trip for four (4) to Dollywood Theme Park in Pigeon Forge, TN. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy or double room, double occupancy); ground transportation to and from destination airport and hotel; \$1,000 spending money and four (4) tickets to Dollywood Theme Park for two (2) days. ARV: \$8,900. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

KENTUCKY KINGDOM & HURRICANE BAY GRAND PRIZE: A trip for four (4) to Kentucky

Kingdom & Hurricane Bay in Louisville, KY. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy or double room, double occupancy); ground transportation to and from destination airport and hotel; \$1,000 spending money and four (4) tickets to Kentucky Kingdom & Hurricane Bay for two (2) days. ARV: \$8,900. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

SILVER DOLLAR CITY GRAND PRIZE: A trip for four (4) to Silver Dollar City Theme Park in Branson, Missouri. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion); three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy or double room, double occupancy); ground transportation to and from destination airport and hotel; \$1,000 spending money and four (4) tickets to Silver Dollar City for two (2) days. ARV: \$8,900. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

For All Sweepstakes Prizes: Tickets are subject to the terms and conditions and blackout dates apply. Winner must redeem his or her prize within one (1) year from the drawing date or the prize will be forfeited. Trip must be booked at least thirty (30) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Unless child of winner, each travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period for each Sweepstakes Prize Package. Limit: One (1) Sweepstakes Prize per person.

Instant Win Game Prizes:

Prize Quantity	Prize Description	ARV	
10	Signed Memorabilia	\$250	

50	March Racing Hats	\$25
5	Each winner will receive a \$200 reward fulfilled as an email from Sponsor with the option to redeem reward as a \$200 transfer into winner's Venmo account (subject to Venmo User Agreement) or a \$200 prepaid card (subject to Cardholder Agreement). Prepaid card value expires 6 months after activation. Winner has 5 years to redeem reward. Sponsor will not reissue prize redemption email.	\$200
10	Each winner will receive a \$100 reward fulfilled as an email from Sponsor with the option to redeem reward as a \$100 transfer into winner's Venmo account (subject to Venmo User Agreement) or a \$100 prepaid card (subject to Cardholder Agreement). Prepaid card value expires 6 months after activation. Winner has 5 years to redeem reward. Sponsor will not reissue prize redemption email.	\$100
100	Each winner will receive a \$20 reward fulfilled as an email from Sponsor with the option to redeem reward as a \$20 transfer into winner's Venmo account (subject to Venmo User Agreement) or a \$20 prepaid card (subject to Cardholder Agreement). Prepaid card value expires 6 months after activation. Winner has 5 years to redeem reward. Sponsor will not reissue prize redemption email.	\$20
200	Each winner will receive a \$15 reward fulfilled as an email from Sponsor with the option to redeem reward as a	\$15

	\$15 transfer into winner's Venmo account (subject to Venmo User Agreement) or a \$15 prepaid card (subject to Cardholder Agreement). Prepaid card value expires 6 months after activation. Winner has 5 years to redeem reward. Sponsor will not reissue prize redemption email.	
250	100 Bonus Points –points will be added to user's account within 3 weeks of promotion end.	\$5
250	50 Bonus Points – points will be added to user's account within 3 weeks of promotion end.	\$2.50
250	25 Bonus Points – points will be added to user's account within 3 weeks of promotion end.	\$1.25

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. Limit: One (1) Instant Win Game prize per person.

Total ARV: \$39,637.50

For All Prizes: Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners of a prize equal to or greater than \$600 will receive an IRS Form 1099 MISC reporting the actual value of the prize received. ARVs are determined as of the time these Official Rules were published and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. Where applicable, prize style, color, size, and all other details will be determined by Sponsor in its sole discretion. All other costs and expenses associated with acceptance of the prize that are not expressly set forth herein shall be solely the winner's responsibility. Prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Sponsor and Administrator are not responsible for complaints or issues regarding codes (claims that code is invalid, insufficient, etc.) and winner should address any such issues with the issuer of the code. Household prize limitations will be based on home address provided at registration; Requests to change address after being selected as a winner may not be permitted. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Promotion.

10. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Herschend Family Entertainment Corporation, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner,

directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

- **11. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.
- 12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game, including but not limited to submitting fraudulent entries/game plays, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.
- 13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.
- **14. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and

consequential damages 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 Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

- **15. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy https://www.napaonline.com/en/privacy.
- **16. Winner List:** For a winner list, <u>click here</u>. The winner list will be posted after winner confirmation is complete.
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