

CARQUEST® CANADA DieHard Promotion Official Rules

NO PURCHASE NECESSARY.

1. Eligibility

The CARQUEST CANADA LTD DieHard® Promotion (the "Promotion") is open to the following participants located in three (3) regions: (1) Ontario, (2) Québec and (3) Atlantic Provinces (New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador): (i) any individual retail consumer who has made, or may consider making a DieHard® Battery purchase from a CARQUEST® Auto Parts store, or (ii) any retail consumer of any approved affiliated CARQUEST® commercial customer authorized to re-sell CARQUEST® batteries. **The promotion is for retail consumers and not for the purchases by commercial customer of CARQUEST® products for resale.** All participants must be 18 years of age or older. Participation constitutes participant's full and unconditional acceptance of these Official Rules and each participant agrees to be bound by them. Employees of CARQUEST CANADA LTD are not eligible to participate in the promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

CARQUEST CANADA LTD., 35 Worcester Rd., Rexdale, ON.

3. Timing

The Promotion begins on November 1, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on January 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter

Registration. To participate in the Promotion, participants must, during the Promotion Period, register online by obtaining the promotional code and web-site from a participating CARQUEST® Auto Parts store. Upon a participant's submission of complete registration information, the participant will receive one (1) entry into the Promotion for one of the following (3) regions: 1) Ontario, 2) Québec and 3) Atlantic Provinces (New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador). Promotion limited to one promotion entry per household. No purchase is necessary to enter.

Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may 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 entries, which will be disqualified. All entries become the sole and exclusive property of Sponsor and will not be returned.

5. Winner Selection

On or about February 20, 2021 Administrator or an independent judging agency selected by Sponsor, will select one (1) entry for each prize described below in Section 8 in a random drawing of all valid entries received. One (1) entry shall be selected at random from each of the following three (3) regions: 1) Ontario, 2) Québec and 3) Atlantic Provinces (New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador). The selected participant(s) will be contacted using the information on file and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Sponsor's or Administrator's 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. Winners will be notified by phone or email on or about March 20, 2021. Failure by selected participant to respond to the initial verification contact within five (5) business days of date of notification will result in disqualification of that participant. One Grand Prize will be awarded per selected and qualified winner. Each selected winner will be required to correctly answer a mathematical skill-testing question in order to be eligible to receive the designated prize.

6. ALL POTENTIAL PROMOTION WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

7. Verification of Potential Winners

Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, telephone, or registered mail after the date of random drawing. In addition to the requirements set out in Section 5 above, the potential winners will be required to sign and return to Administrator, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period or if the prize or prize notification is returned as undeliverable, that potential winner forfeits the prize. In the event that a potential winner of a Promotion prize is disqualified for any reason, Sponsor, at its sole discretion, may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Prizes

a) Grand Prize: Three (3) Grand Prize winners will each receive a Snowmobile Approximate Retail Value ("ARV") of each Grand Prize is CDN \$12,500. Total ARV of all prizes is CDN \$37,500.

Specifics for Grand Prize: Grand Prize will be shipped to the CARQUEST® Auto Parts Store located nearest to the Grand Prize winner's home address as completed on the Promotion registration. Each Grand Prize winner will be solely responsible for taking possession of the Snowmobile and paying for any transportation to come and get the Snowmobile. Each Snowmobile will be awarded approximately sixty (60) days after each Grand Prize winner has been verified. Sponsor and/or Administrator will determine all features of the Snowmobile to be awarded including but not limited to colour of exterior and any accessories. Each Snowmobile winner must be a licensed driver and will be required to provide proof of insurance at time of delivery as per Provincial regulations. Each winner is responsible for title, license, registration, insurance and other fees associated with the prize. The Snowmobile will be covered solely by the Snowmobile manufacturer's warranty, and no additional warranty for the Snowmobile will be provided by Sponsor and/or Administrator.

For All Prizes: No cash equivalent will be given for the prizes, prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's or

Administrator's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute any listed prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received for each eligible region during the Promotion Period.

9. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, Administrator and/or the Promotion judges which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Sponsor and the Administrator and each of their respective parents, subsidiaries, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and the Administrator and Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize.

10. Publicity

Except where prohibited, participation in the Promotion constitutes all winners' consent to Sponsors' and its agents' use of any winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor or Administrator's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor and/or Administrator in their sole discretion. 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 Promotion or to be acting in violation of these Official Rules or any other promotion or in any unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or 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 or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion entry, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsors, at their discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes

Each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the Canadian Provincial Judicial System; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario. For residents of Québec, any dispute concerning the conduct or administration of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute concerning the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.