



## Official Contest Rules and Guidelines

**NO PURCHASE IS NECESSARY TO ENTER INTO OR PARTICIPATE IN THIS CONTEST. ODDS OF OBTAINING THE CONTEST WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED AS OF THE APPLICABLE DRAWING DATE DEADLINE. VOID WHERE PROHIBITED BY LAW.**

The contest (“Contest”) by Collectors Auto Supply Inc. (“Company” or “We” or “Us”) begins on November 17 2020 at 12:00 AM PDT and ends on October 31 2021 at 11:59 PM (“Entry Period”). We reserve the right to extend or shorten the Contest and Entry Period at our sole discretion. Company is the sponsor of this Contest and Company is located at 429 15<sup>th</sup> St E North Vancouver BC. The Contest shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein, including the Standard Terms and Conditions set forth herein.

### **ELIGIBILITY:**

- The Contest is individuals at least eighteen (18) years of age at the time of entry (“Entrant”)
- Entrants may enter individually or nominate another person, provided the Nominee has consented to the entry.
- Entrants or Nominees must have a valid United States Social Security Number or ITIN or a valid Canadian social insurance number.
- Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the Company and its parent and affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, “Promotion Parties”) are not eligible to participate or win the Contests (defined below). The Contest is subject to all applicable federal, state, and local laws, rules, and regulations. Void in Puerto Rico, all U.S. territories and possessions, overseas military installations and where prohibited or restricted by law.

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

**PRIVACY INFORMATION:** The information obtained from your survey or entry in the Contest may be used by Us. Personal contact information is collected to notify Contest winners and verify their identity.

**HOW TO ENTER THE CONTEST:** To enter the contest, Entrants must do the following:

- 1) Sign-up for Company's newsletter, by providing the Entrant's email address and completing the form located at the following web address: [https://forms.omnisrc.com/signup/v1/5dc1cdea99f0b70c485a014c\\_5e4f123799f0b74354f6ea41.html](https://forms.omnisrc.com/signup/v1/5dc1cdea99f0b70c485a014c_5e4f123799f0b74354f6ea41.html)
- 2) "Like" Company's Facebook Page, located at the following web address: <https://www.facebook.com/CollectorsAutoSupply/>
- 3) Fill out entry form at the following web address: <https://collectorsautosupply.com/sponsorship/>. The submission must comply with the **Story Submission Guidelines**, located at the following link: <https://collectorsautosupply.com/sponsorship/>

Limit one (1) entry per person. Additional entries beyond the specified limit or submitted after the Entry Period will be void. Company's computer shall be the official clock of the Contest. Any entries that do not comply with these Official Rules, are void. All entries submitted in compliance with the Official Rules and not disqualified are considered "Eligible Entries" for the purposes of the Contest.

**ODDS:** Odds of winning the Contest (defined below) will depend on the number of Eligible Entries received.

#### **CONTEST AMOUNTS:**

- \$400 in parts at retail value to ten (10) individual contest winners ("Winner") selected by Company. Winners will be selected at the frequencies of Company's discretion, for example, on a monthly, quarterly, annual, or other basis.
- Bonus prizes awarded at our discretion, which may consist of auto parts, marketing/promotional items, gift cards, or other gifts at our discretion.

Announcement for the Contests (defined below) will be sent online. Each Entrant is responsible for monitoring for any Contest-related communications. Any violation of these Official Rules by an Entrant, as determined by the sole discretion of Company, will result in his or her immediate disqualification from the Contest and all privileges as the Winner will be immediately terminated.

**WINNER SELECTION:** Company will be selecting the winning entries in its sole and absolute discretion, based on a randomized draw.

**CONTESTS CONDITIONS:** All Contests winners shall be determined in the sole and absolute discretion of the Company. Each Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Contests are non-transferable and non-assignable. Released Parties (defined below) shall not be liable to the Winner or any other person for failure to supply the Contests or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather,

hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Company's sole control.

**PUBLICATION, LICENSE, AND RELEASE:** By entering the Contest and submitting an entry, each Entrant: (a) agrees that his/her entry is an original work of authorship and that he/she owns all right, title and interest in the entry as of the date of submission or has all necessary rights and authorizations to submit it and the express permission of all individuals, content, and materials embodied in the entry to submit it for possible use as provided herein; (b) agrees that his/her entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; (c) grants to the Company and Promotion Parties and each of their respective designees the perpetual and unlimited right and license to use, license, publish, reproduce, edit, modify, duplicate and/or create derivative works from his/her entry throughout the world and in perpetuity, including, but not limited to, the right for Company and Promotion Parties, as applicable, to publish, display, broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the entry and all derivatives thereof via the Internet or any other interactive media, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the Entrant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services of the Company or Promotion Parties or for any other advertising, marketing, publicizing, and promotional purposes of every kind and nature and in any materials related thereto; and/or (iii) for any other purpose whatsoever; and (d) release in perpetuity the Released Parties (defined below) from any claims, demands, losses, and liabilities of any nature arising out of or in any way connected with the entry, and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of rights of publicity or privacy. Nothing herein will obligate the Company or Promotion Parties to make any use of any of the rights set forth herein.

**WINNERS' SUBSTANTIATION AND PROMOTIONAL ACTIVITIES:** Contest Winners agree to a) substantiate or otherwise provide verification of their restoration project through written documentation, such as receipts, at the times and frequencies requested by Company; and b) provide information, details, and substantiation (through written documentation or as otherwise requested by Company) relating to the use of the prizes provided by Company; and c) cooperate with Company to provide photos, videos, audiovisual recordings, testimonials, updates, and other collaboration with Company concerning the Entrant's restoration project, as requested from time to time by Company.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) tobacco, alcohol or drugs; (g) dangerous stunts; (h) real weapons of any kind including, but not limited to, guns, knives or projectiles; (i) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial

or local law, ordinance, or regulation; (j) individuals under legal age of majority without providing a signed release from parent or legal guardian; (k) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (l) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of the Company, will be disqualified.

**WAIVER OF LIABILITY.** By participating in the Contest and submitting an entry, each Entrant agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against the Company, the Promotion Parties, and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Contest, and all of their respective officers, directors, employees, agents and representatives (collectively, “Released Parties”) for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Contest or from the receipt or use of the Contests (or any portion thereof) or any travel or activity related to the receipt or use of the Contests (or any portion thereof).

**PUBLICITY RELEASE.** By entering this Contest, each Entrant gives his/her express permission to be contacted by Company by telephone, email and/or postal mail for Contest purposes. Each Entrant, by entry into the Contest, grants to the Released Parties and each of their respective designees the right to publicize such Winner’s name, address (city and state/territory/province of residence), photograph, voice, image, recordings, statements and/or other likeness and contest entry information for advertising, promotional, trade and/or any other purpose by Company and/or its licensees, in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

**GENERAL CONDITIONS:** The Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Contest-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, or the announcement of the Contests or in any Contest-related materials. The Released Parties are also not responsible for any incorrect

or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website or attempt to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Entrant or any representative of the Company or who are in violation of these Official Rules, as solely determined by the Company, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Contest is unlawful and subject to legal action by the Company and/or their respective agents. Entries generated by a script, macro or other mechanical or automated means will be disqualified. The Company shall have the sole right to disqualify any Entrant for violation of these Official Rules or any applicable laws relating to the Contest, and to resolve all disputes in its sole discretion. The Released Parties (a) make no warranty, guaranty or representation of any kind concerning the Contests (or any portion thereof), and (b) disclaim any implied warranty. The Company's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

The Company reserves the right, in its sole discretion, to cancel or suspend the Contest (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof). In the event of cancellation, the Company may elect to identify the Winner and award the Contests by way of random drawing from among all non-suspect, Eligible Entries received up to the time of such cancellation. The Company also reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest. By participating in the Contest and submitting an entry, each Entrant warrants and represents that he or she is at least eighteen (18) years of age at the time of entry and is of sound mind and competency to participate in this Contest. By participating in the Contest and submitting an entry, each Entrant also represents and warrants that he or she has the right, authority, and capacity to participate in the Contest. Be advised that persons under the age of majority in the state or commonwealth in which they reside typically cannot enter into legal agreements. The Website is available to adults in the United States and all other countries. Any misstatements and/or misrepresentations regarding the age or eligibility of an Entrant in the jurisdiction of the United States or any other country of any participant in this Contest are not the responsibility of the Released Parties.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND THE SPONSOR AND/OR ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. INDEMNIFICATION AND LIMITATION OF LIABILITY BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE**

RELEASED PARTIES FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE CONTEST AND THE ACCEPTANCE, USE OR MISUSE OF ANY CONTESTS THAT MAY BE WON. THE RELEASED PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE CONTESTS. THE RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

**NOTE:** Internet entry must be made by the Entrant only at the entry sites. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial Contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. The use of any device or software to automate the entry process is prohibited.

**WINNERS LIST:** For an Official Winner's List or a copy of these Official Rules, send a self-addressed, stamped envelope to Company's address at <https://collectorsautosupply.com/sponsorship-winners/>. If you are a resident of the state that permits the omission of postage when requesting official rules, you may omit postage.

### **Standard Terms and Conditions**

THE FOLLOWING DESCRIBES THE TERMS ON WHICH YOU ARE OFFERED ACCESS TO OUR WEBSITE. YOU UNDERSTAND THAT BY USING THIS WEBSITE IN ANY MANNER, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THIS WEBSITE. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT ENTITY.

1. **BINDING EFFECT.** This is a binding agreement. By using the Internet site located at <https://collectorautosupply.com> (the "Site") or any services provided in connection with the Site and/or our mobile application (the "Service"), you agree to abide by these Terms of Use as they may be amended from time to time in its sole discretion, and all other operating rules, policies, procedures, or requirements that may be published on the Site by Company from time to time, which are incorporated herein by reference. These Terms of Service apply to every user of the Site. If at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. We reserve the right to refuse use of the Site or Service to anyone and to reject, cancel, interrupt, remove or suspend the availability of the Site or Service at any time for any reason without liability.
2. **ELIGIBILITY.** You agree that you are not (a) a citizen or resident of a country in which use or participation is prohibited by law, decree, regulation, treaty or administrative act;

(b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes pursuant to embargoes by the Office of Foreign Assets Control or otherwise; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations, including the U.S. Export Administration Act, or other economic sanction rules of any sovereign nation. If not, you are not permitted to use this Site in any respect.

3. USE OF SITE AND SERVICE. You are granted a limited, non-exclusive, non-transferrable, and revocable license to use the Site and Services by Company, for your personal, noncommercial, home use only, except where prohibited by applicable laws. Company does not transfer either the title or the intellectual property rights of the Site or Service to you in any respect. All trademarks and logos are owned by Company or its licensors and you may not copy or use them in any manner.
4. LAW ENFORCEMENT. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws. We will cooperate with law enforcement authorities as required by law. We will cooperate with law enforcement agencies in any investigation of alleged illegal activity regarding the use of the Service or the Site when requested.
5. DMCA and COPYRIGHT INFRINGEMENT.
  - 5.1 ALLEGED VIOLATIONS. Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, whether in connection with the Digital Millennium Copyright Act of 1998 (DMCA), you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic

mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent by mail at [info@collectorsautosupply.com](mailto:info@collectorsautosupply.com).

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

- 5.2 COUNTER-NOTICE. If you believe that your material has been removed or disabled by mistake or misidentification, you may file a written counter-notice with the Designated Agent, including the following information ("**Counter-Notice**") within 5 business days from your receipt of our notice of infringement: a) a physical or electronic signature of the owner or authorized user of material; b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; c) a statement made under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and d) your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the Complainant or an agent of such person. If you fail to provide required information or follow this process, you may waive your rights. If you have any questions regarding your legal rights and legal obligations, you should consult with an attorney
6. ALLEGED VIOLATIONS. Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.
7. NO WARRANTIES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS



FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. The Company, and its directors, employees, agents, suppliers, partners, and content providers do not warrant that: (a) the Service will be secure or available at any particular time or location; (b) any defects or errors will be corrected; (c) any content or software available at or through the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements. Your use of the Service is solely at your own risk. The Company makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

8. **LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.
9. **RELEASE.** IN CONSIDERATION OF BEING PERMITTED TO ACCESS AND USE THE SITE AND COMPANY'S SERVICE, YOU HEREBY AGREE TO RELEASE COMPANY, AND ITS AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, OTHER PARTNERS, AND EMPLOYEES FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DISPUTES BETWEEN YOU AND THIRD PARTIES (INCLUDING OTHER ORGANIZERS, BUYERS, AND OTHER NON-ORGANIZERS) IN CONNECTION WITH OUR WEBSITE AND ALL OF YOUR ACTIVITIES ON OUR WEBSITE.

**IN CONNECTION WITH THE FOREGOING RELEASE, YOU HEREBY WAIVE CIVIL CODE 1542 AND ANY OTHER EQUIVALENT APPLICABLE LAW OR STATUTE, WHICH SAYS, IN SUBSTANCE:**

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

10. ECPA NOTICE. Pursuant to the Electronic Communications Privacy Act (18 U.S.C. §2701-2711): THE COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE SITE. The Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on the Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.
11. AFFILIATED SITES. Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.
12. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.
13. COPYRIGHT. All contents of Site or Service are copyrighted to Company. All rights are reserved.
14. TRADEMARKS. The trademarks, service marks, and logos of Company (the "Company Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of Company. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks", and, collectively with Company

Trademarks, the "Trademarks"). The offering of the Services shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of Company specific for each such use. The Trademarks may not be used to disparage Company, any third party or Company's or third party's products or services, or in any manner (in Company's sole judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless Company approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Company Trademark shall inure to Company's benefit.

15. NOTIFICATION. You agree that we may provide notifications to you via email, written or hard copy notice, or through conspicuous posting of such notice on our website. You may opt out of certain means of notification or to receive certain notifications.
16. ARBITRATION; NO CLASS ACTION; NO JURY. Any controversy or claim arising out of or relating to these terms or the provision of Company's Services shall be exclusively settled by binding arbitration in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Service, Inc. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. You voluntarily agree to waive your right to a jury trial and to bring your claims as part of any class action or mass-joinder of any other claims. The arbitration shall be conducted in British Columbia, Canada, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. To begin an arbitration, send a letter requesting arbitration and describing your claim to [info@collectorsautosupply.com](mailto:info@collectorsautosupply.com). You and we agree that we may bring a lawsuit in a court for any matter seeking injunctive or declaratory relief.
17. CHOICE OF LAW. These Terms of Use shall be construed in accordance with and governed by the laws of the British Columbia, Canada, without reference to their rules regarding conflicts of law.
18. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
19. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.
20. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to

the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revisions.

21. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.