

## Pep Boys Dream Cruise Sweepstakes OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE ODDS OF WINNING A SWEEPSTAKES PRIZE DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

**1. Timing:** The Pep Boys Dream Cruise Sweepstakes (the "**Sweepstakes**") begins on August 1, 2018 at 12:00 Noon Eastern Time ("**ET**") and ends on August 31, 2018 at 11:59:59 A.M. ET (the "**Promotion Period**"). Sponsor's computer will be the official timekeeping device for this Sweepstakes.

**2. Eligibility:** Open to legal U.S. residents residing in the fifty (50) United States, Puerto Rico, and the District of Columbia who are at least eighteen (18) years of age or older and have reached the age of majority in the jurisdiction where they reside as of August 1, 2018. Void where prohibited by law. Employees (including immediate family members [spouse, parents, siblings and children] and those living in the same household of each such employee) of The Pep Boys – Manny, Moe and Jack (the "**Sponsor**"), Marketing Visions, Inc. (the "**Administrator**"), their respective parents, affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers are not eligible to participate. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. How To Enter:** To enter the Sweepstakes, take a digital photograph ("**Photograph**") of your car during the Promotion Period, then access the internet from a computer and/or smartphone and go to [pepboysdreamcruise.shortstack.com/7sCcGs](http://pepboysdreamcruise.shortstack.com/7sCcGs) and follow the links and instructions to complete the entry form in its entirety and upload one (1) Photograph of your car and you will receive one (1) entry into the Grand Prize drawing.

The Photograph is for entertainment purposes **ONLY** and has no bearing on the selection of the Grand Prize winner ("**Winner**"). Winner will be chosen at random, Photographs will not be judged. Sweepstakes entry is only through the above method of entry (you may not enter via postal mail). By posting your Photograph you affirm that you are eligible to participate in the Sweepstakes and understand and agree to the Official Rules stated herein.

Acceptable formats for the Photograph are .gif, .png, .bmp, and .jpeg. If any individuals other than yourself appear in the photo, you must have the permission

of the individuals (or their parent's or legal guardian's permission if individuals are minors) to use their name/image in the Photograph and for purposes of this Sweepstakes. Proof of such permission may be required at Sponsor's discretion. Uploading any Photograph further constitutes your consent to grant the Sponsor certain rights in and to the Photograph, as described, below. Each Photograph entered must meet all Submission Requirements (described below) and be different from any entries previously submitted by you. Entry must be made in your name only, regardless of whether others contributed to or appear in the Photograph. Photographs that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Photographs that contain content plagiarized from other websites and/or publications will be void and will result in disqualification.

**3a. Submission Requirements:** The Photograph must be 1 megabyte or smaller. Photographs cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except Sponsor's and/or any manufacturer logo appearing on the car itself) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contain copyrighted materials owned by others without permission; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. Sponsor reserves the right to disqualify any Photograph that Sponsor determines, in its sole and absolute discretion, fails to comply with these Photograph Requirements or is otherwise in poor taste, inappropriate or unsuitable for publication to a general audience for any reason and at any time. You agree that Sponsor has the sole discretion to decide whether any Photograph satisfies these Official Rules and that its decisions are final. WITHOUT LIMITING THE FOREGOING, SPONSOR RESERVES THE RIGHT TO REMOVE ANY PHOTOGRAPH AND DISQUALIFY THE RELATED ENTRY IT DEEMS, IN ITS SOLE, SUBJECTIVE DETERMINATION, TO BE INAPPROPRIATE WITHOUT ANY OBLIGATION TO ENGAGE IN ANY COMMUNICATION, COMMENT OR DISCUSSION ABOUT ANY SUCH PHOTOGRAPH OR ENTRY AND/OR ANY DECISION TO REMOVE SUCH PHOTOGRAPH AND DISQUALIFY ITS CORRESPONDING ENTRY. ALL DECISIONS OF SPONSOR ARE FINAL.

**3b. Entrant Warranty:** By entering a Photograph you warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d)

the other participants depicted in the Photographs, if any, have given written consent to its entry into the Sweepstakes and use as contemplated by these Official Rules; and (e) publication of the Photographs via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims arising out of a breach of this warranty.

**3c. Entry Limits:** You may enter as often as you like, however you may not enter the same Photograph more than once. If a Photograph is submitted more than once, all Sweepstakes entries from that entrant will be disqualified. Multiple entrants are not permitted to share the same Photograph and/or email address.

Use of any robotic, automated or programmed system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized email account will be deemed to be the registrant. Potential Winner may be required to show proof of being the authorized email account holder. Normal Internet access and usage charges imposed by your Internet service provider will apply.

**4. Random Drawing:** One (1) potential Winner will be selected in a random drawing (“**Drawing**”) on or about September 5, 2018 from among all eligible entries received. The Drawing will be conducted under the direction of Administrator, whose decisions are final in all matters relating to the Sweepstakes. The potential Winner will be notified by email, postal mail or phone within three (3) days after the drawing is held. The odds of winning a Sweepstakes prize depend on the total number of eligible entries received.

Potential Winner will be required to sign and return to Administrator, within five (5) business days of the date notice is sent, an affidavit of eligibility and liability release and (where imposing such condition is legal) a publicity release (collectively, the “**Prize Claim Documents**”) in order to have the opportunity to receive a prize. If a potential Winner cannot be contacted, or fails to sign and return the Prize Claim Documents within the required time period (if requested), then such potential Winner may be disqualified and/or otherwise forfeit his or her opportunity to receive a prize. In the event that a potential Winner is disqualified for any reason, there will be two (2) alternate drawings following the procedure stated above, after which the prize in question will remain unawarded. Prize will be awarded to the person whose name is on the entry.

**5. Prize And Approximate Retail Value:** There is (1) Grand Prize available to be won in this Sweepstakes consisting of a \$1,000 Pep Boys Gift Card. Approximate Retail Value (“**ARV**”) of the prize is \$1,000.

An IRS Form 1099-MISC will be issued to the Winner reflecting the value of the Prize. The Winner is responsible for all taxes and fees associated with prize receipt and/or use. If the Winner makes any false statements in any document

referenced above, the Winner will be required to promptly return to Sponsor upon demand the prize or the cash equivalent of the prize won. Winner may waive their right to receive the prize. No assignment, transfer, or substitution of prize, in whole or in part, is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. The odds of winning the Sweepstakes prize depends on the total number of eligible entries received. TOTAL MAXIMUM VALUE OF ALL PRIZES AVAILABLE TO BE WON: \$1,000.

**6. Liability Release:** By participating in the Sweepstakes and/or receiving a prize, entrant agrees to release and hold harmless Sponsor, Administrator, and each of their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**7. Publicity Release:** Except where such condition is legally prohibited, by participating, the verified Winner hereby agrees and grants the Sponsor and its designees the right, but not the obligation, to the use of his or her name, voice, likeness, photograph, and opinions along with his or her address (city and state) and any statements made by or attributed to such Winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising and promotional purposes in connection with the Sweepstakes and other promotions in the future without further compensation, and releases the Sponsor and its designees from any liability with respect thereto.

**8. Grant of Rights:** Each entrant into the Sweepstakes hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Photograph in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Photograph for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

**9. Limitations of Liability:** The Released Parties are not responsible for: (a) 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 Sweepstakes; (b) technical failures of any kind, including, but not limited to

malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process of the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) 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 Sweepstakes 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 Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein.

**10. General Conditions:** Sponsor is not responsible for entries that are not received for any reason, including any computer, online, telephone, human error, technical malfunctions, lost, late, incomplete, invalid, unintelligible or misdirected entries. Sponsor reserves the right to correct typographical, printing or clerical errors in any Sweepstakes-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the 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 from among all legitimate, un-awarded, eligible prize claims. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor reserves the right to cancel, suspend and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures (whether due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud), or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes. If Sponsor terminates this sweepstakes, Sponsor reserves the right to conduct a random drawing to award the remaining prizes from among all eligible entries received as of the termination date. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network

or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any entry to be received by Sponsor on account of technical problems, human error, or any combination thereof.

**11. Disputes:** Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Pennsylvania; (b) 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; and (c) 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Entrants expressly agree that any legal proceedings arising out of or relating in any way to this Sweepstakes or these Official Rules shall be brought only in the federal or state courts located in Philadelphia County, Pennsylvania, and consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Sweepstakes-related materials, including but not limited to the Sweepstakes entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**12. Entrant's Personal Information:** By entering the Sweepstakes, you are providing your information to Sponsor. Information collected from entrants is subject to Sponsor's Privacy Policy, which is found at [https://www.pepboys.com/customer\\_care/policies/privacy](https://www.pepboys.com/customer_care/policies/privacy) and which may be updated from time to time.

**13. Winners' List:** For Sweepstakes results (available after September 15, 2018) and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to: The Pep Boys Dream Cruise Sweepstakes, P.O. Box 693,

Ardsley, NY 10502. Requests must be received by October 31, 2018.

**14. Sponsor:** The Pep Boys – Manny, Moe and Jack, 3111 W. Allegheny Ave., Philadelphia, PA 19132. **Administrator:** Marketing Visions, Inc., 520 White Plains Road, Suite 500, Tarrytown, NY 10591.