

# **NAPA Auto Parts Carlyle by NAPA® Tool Cart Giveaway**

## **Official Rules**

**NO PURCHASE NECESSARY TO ENTER, OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING GIVEAWAY IS VALID ONLY IN TEXAS AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE GIVEAWAY IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Giveaway Name:** NAPA Auto Parts Carlyle by NAPA® Tool Cart Giveaway

**Giveaway Dates:** The Giveaway registration period begins at 12:00:00 am Central Time (CST) on **November 5, 2023 and ends at 11:59:59 pm (ET) on November 30, 2023** (the "Registration Period"). The Giveaway is subject to all applicable federal, state and local laws and regulations and is void outside of **TX** and wherever prohibited or restricted by law.

**Who may Enter:** Giveaway registration is open only to legal U.S. residents of **TX** who are age 18 or older as of date of entry ("entrant"), except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **NAPA Auto Parts and Genuine Parts Company**, participating **NAPA Auto Parts** store locations (collectively "Sponsor"), **Otey White & Associates**, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Giveaway (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, to any of the above parties. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

### **How to Enter:**

1. **Online Registration:** Visit [easttexas.napapromotions.com](http://easttexas.napapromotions.com) during the Registration Period, to register to win. Complete the form and provide all required information including your own name, valid email address, mailing address (*including city, state and zip*), and phone number (*including area code*).

After having read and agreed to these Official Rules, submit your entry online. All entries must be fully completed and submitted by 11:59:59p ET on **November 30, 2023** to be eligible. **Maximum of one entry per person per day.**

Any entry submitted with any false information, that is determined to be ineligible per these official rules and decisions of the Sponsor and Administrator, shall be disqualified. No mechanically produced or automated entries permitted. **Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, shall render such entries ineligible.**

All entries submitted in the Giveaway become the sole property of Sponsor and will not be returned. Each Entrant agrees that their submitted information and photo may be viewed by the public. Sponsor reserves the right to disqualify and remove any Entry and nomination at any time that is not in compliance with these Official Rules. All Entries must conform to the requirements as outlined above and below, or it may be disqualified and not considered for the Giveaway.

**By participating, entrant agrees that Sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the giveaway, and to distribute information regarding the Sponsor(s) featured products, discounts, special events or promotional offers. Entrants and nominees may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. Any available opt-in opportunities are not required to enter the Giveaway, and checking the opt-in boxes will not improve your chances of winning.**

All entries must include all required information. Any entry with incorrect, incomplete, inaccurate or illegible information, or other inaccurate information will be disqualified. Released Parties are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers, or software, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Giveaway; or the failure to

capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to any entry, or registration, the authorized account holder of the email address used to register, and associated with the entry will be deemed to be the entrant/registrant and s/he must be eligible according to these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Proof of being the authorized account holder may be requested.

**By registering, you affirm that you have read and accepted these Official Rules.** The laws of the United States apply to and govern this Giveaway and any claims must be raised and resolved in the United States. Any information collected by registering and entering the Giveaway shall be used only in a manner consistent with these Official Rules and with Sponsor’s Privacy Policy. By entering the Giveaway, each entrant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her giveaway entry may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Giveaway.

**Representation and Release of Rights to Nomination Submissions:** Sponsor reserves the right to request from any Entrant at any time proof, in a form acceptable to Sponsor, of entrant’s identity. Failure to provide such proof, if requested, may disqualify such Entry from the Giveaway.

Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his or her entries) who tampers or attempts to tamper with or abuse the entry process in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor or the Giveaway judges appointed by Sponsor in their sole discretion. Any questions regarding the number of entries submitted, eligible nominee or the authorized account holder who submitted the nomination shall be determined by Sponsor in its sole discretion. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Determination of Prize Winners:** Following the close of the Registration Period, between approximately 12/1/23 – 12/5/23, Eleven (11) winners will randomly be chosen from the complete list of acceptable registrants.

**Prize Winner Notification:** Potential grand prize winner will be notified initially by phone and/or email beginning on or about 12/1/2023. If the Administrator is unsuccessful in its attempt to reach and speak directly with any potential winner by phone within 3-days of the initial notification attempt to the phone number and/or email address associated with the selected entry, then that entrant may be disqualified, and an alternate potential prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the prize winner notification process.**

During prize winner notification, the selected potential winner must confirm their eligibility, and indicate their willingness and ability to accept the prize award. If any selected potential winner does not meet the eligibility requirements, or elects to decline the prize, s/he will be disqualified and, at Sponsor’s discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified nominee will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of prize winners and all matters relating to this Giveaway are final and binding.**

If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

**Prize Awards – Eleven (11) prizes will be pulled from complete registration database:** A maximum of ELEVEN prize awards shall be available as outlined below. :

<b>Prize Award</b>	<b>Approximate Retail Value (ARV)</b>
Carlyle by NAPA®	\$ 550

Winner must accept delivery of prize as designated by Sponsor. Prize is awarded in ‘as is’ condition, without any warranty or representation of warranty. Winner may not substitute, exchange, or apply designated prize’s value towards an alternate prize.

Prize is non-transferable and no cash redemption or prize substitution is allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Other restrictions may apply. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Giveaway. In the event an entrant wins a prize, and is later found to have been in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Giveaway constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide in perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Giveaway, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, pandemics, epidemics, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Giveaway, including, without limitations, errors which may occur in connection with the printing or advertising of this Giveaway, administration or execution of the Giveaway, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process.

Sponsor reserves the right to cancel, modify or terminate the Giveaway if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator. In the event of early termination of the Giveaway, Sponsor reserves the right to determine the winners from among all eligible, non-suspect entries received as of the time/date of such termination.

**In addition, by submitting any Entry, each Entrant transfers any and all of his/her right, title and interest in and to such Entry, including but not limited to any and all copyrights, trademark rights, "moral rights" and any and all other proprietary rights that may exist, throughout the world, to Sponsor and expressly waives any rights s/he may have in such submission and/or Photo. Each Entrant agrees Sponsor is the exclusive owner of all rights in and to such Entry, nomination and/or photo submission, and will have the worldwide, perpetual right to copy, display, reproduce, exhibit, edit, modify, assign, license, register for copyright or trademark, distribute, sell or otherwise use and exploit the nomination, submission, photo and all elements and/or derivative works thereof, in whole or in part, alone or with other materials, in any media now known or hereafter created or devised, for any reason whatsoever.**

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Louisiana; (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, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Louisiana or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Louisiana.

**Odds:** Odds of being selected as a grand prize winner are dependent upon the total number of eligible entries received from entry method.

**Official Rules & Winners List:** For a copy of these Official Rules, or name of prize winners, send a self-addressed stamped envelope to be received by 11/30/23 to: NAPA Auto Parts Carlyle by NAPA® Tool Cart Giveaway, c/o Otey White & Associates Attention Otey White, 8146 One Calais Baton Rouge, LA 70809. PLEASE SPECIFY which you are requesting, official rules or winners list.

**Sponsor/Administrator:** This Giveaway is sponsored by NAPA AUTO PARTS and Genuine Parts Company; and administered by Otey White & Associates, 8146 One Calais Baton Rouge, LA 70809.