

**O'REILLY JINGLE CONTEST  
OFFICIAL RULES**

**THIS CONTEST IS INTENDED FOR VIEWING AND PARTICIPATION IN: (A) THE 50 UNITED STATES; (B) THE DISTRICT OF COLUMBIA; AND (C) THE U.S TERRITORY OF PUERTO RICO (THE "ELIGIBILITY AREA"). PLEASE DO NOT PLAY IF YOU ARE NOT A LEGAL RESIDENT OF, AND NOT LOCATED IN, THE ELIGIBILITY AREA. VOID OUTSIDE THE ELIGIBILITY AREA AND WHERE PROHIBITED BY LAW.**

**THIS PROMOTION IS DESIGNED AS A SKILL CONTEST. CHANCE PLAYS NO ROLE IN THE DETERMINATION OF WINNERS. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.**

**ENTRY MUST NOT CONTAIN ANY THIRD-PARTY TRADEMARKS, LOGOS, TRADE DRESS OR PROMOTION OF ANY BRAND, PRODUCT, OR SERVICE.**

**1. ELIGIBILITY:** The **O'Reilly jingle** (the "Contest") is sponsored by O'Reilly Automotive, Inc., (the "Sponsor") whose address is 233 S Patterson Ave, Springfield, MO 65802. The Contest is administered by Snipp Interactive Inc (the "Administrator"), whose address is, 6708 Tulip Hill Terr, Bethesda, MD 20816. The time shall be determined by Sponsor's timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest. By entering or participating in the Contest, each participant ("Entrant", or "you") unconditionally accepts and agrees to comply with and abide by these Official Rules, Sponsor's website Terms of Use Privacy Policy as set forth in these Official Rules and the decisions of the Sponsor and the Administrator, which shall be final and binding in all respects.

The Contest is only open to Entrants who:

- (1) are legal residents of, and physically located within: (1) one of the 50 U.S. states; (2) the District of Columbia; and (3) the U.S. Territory of Puerto Rico (collectively the "Eligibility Area");
- (2) are at least eighteen (18) years of age or older as of the time of Entry;
- (3) agree to be bound by the terms of these Official Rules; and
- (4) submit a valid Entry (as defined below).

The Contest is not open to Entrants who:

- (a) are employees, shareholders, subsidiaries, affiliates, officers, directors, agents and representatives of Sponsor, the Administrator or any entity which is involved in any aspect of the creation, production, operation, execution or fulfilment of the Contest (such entities, the "Contest Entities");
- (b) are immediate family members (defined as parents, children, siblings, domestic partner, husband, or wife) or household members (defined as those people who share the same residence of such Entrant at least three (3) months a year) of such individuals listed in clause (1) above;
- (c) are prohibited by applicable law from entering the Contest; or

- (d) do not meet any of the eligibility requirements set forth above.

VOID OUTSIDE THE ELIGIBILITY AREA OR WHERE PROHIBITED OR RESTRICTED BY LAW. The Contest is subject to all applicable federal, state, and local laws.

**2. IMPORTANT DATES OF THE CONTEST:** The Contest begins on October 1, 2024, at 12:01 a.m. Eastern Time ("ET") and ends on November 30, 2024 at 11:59 p.m. ET ("Contest Period"). The Contest Period is divided into an Entry Period and a Voting Period. The entry period starts on October 1, 2024 at 12:01 a.m. ET and ends on 11/15, 2024 at 11:59 p.m. ET (the "Entry Period"). The voting period starts on November 16, 2024 at 12:01 a.m. ET and ends on November 30, 2024 at 11:59 p.m. ET (the "Voting Period").

**3. TO ENTER:** To enter the Contest, complete the following steps during the Entry Period:

(1) Visit [OReillyJingleContest.com](https://OReillyJingleContest.com) (the "Contest Site"), where you will be required to complete an entry form. Follow all posted instructions to complete the entry form.

(2) Create one (1) original video (maximum length: sixty (60) seconds) in any or all of the following categories (each, a "Category")

- **Club/EDM Remix**

Show us how you can take the O'Reilly jingle to the next level and make it a club anthem. *O'Reilly-fy* your beats to your heart's desire to create an EDM or club remix that's completely *O'iginal*. Must retain recognizable O'Reilly jingle elements including "O'Reilly Auto Parts" and "OW".

- **Cover (any genre)**

Whether you're a solo artist, band, or acapella group, we want to hear your unique cover of our iconic tune. Whether it's a honky-tonk feel, a metal mashup, or a jazzy serenade, reimagine the O'Reilly jingle in any way you choose. Must retain recognizable O'Reilly jingle elements including "O'Reilly Auto Parts" and "OW".

- **Dance – choreography, not music**

We're looking for an original dance routine set to any of our released jingle versions. Check out the jingle versions we've released on TikTok (@oreillyautoparts) and Instagram (@oreillyautoparts) and show us your best choreography.

(3) Upload your video entry to the Contest Site. Each such completed and validly submitted entry, an "Entry".

All Entries must be received by **November 15, 2024 at 11:59 p.m. EST.**

**Limit of one (1) valid Entry per Category per Entrant.**

Sponsor is not responsible for lost, late, misdirected Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been directly submitted by the authorized account holder of the relevant account used to enter the Contest. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts.

Entries will be posted to a public gallery within the Contest Site (the "Contest Gallery"). The Sponsor reserves the right to review all submitted Entries prior to such Entries being published and the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting to the Contest Gallery does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Entries it has created in connection with the Contest. Sponsor does not guarantee the posting of any Entry.

**4. REQUIRED REPRESENTATIONS AND WARRANTIES:** You must meet all of the following as applicable to your Entry. Failure to do so may result in your disqualification.

By entering, you represent and warrant with regard to your Entry:

(1) It is your own original work or you must have all the rights necessary to post or re-post the content. Each Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party. The video must be solely your own work, including but not limited to, the actual filming, editing, graphic design, etc. of the video.

(2) Entries must be in one of the following formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, and 3G2; must be under 200MB and must be no longer than 60 seconds in length.

(3) Your Entry cannot have been selected as a winner in any other contest;

(4) You have the express written consent of any identifiable persons appearing or referenced in your Entry or Entries to their Persona (as defined below) being used in the ways set out in these Official Rules, including Sponsor's right to use your Entry or Entries for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor in the form identified by Sponsor.

(5) Entrant should be the primary subject of the Entry. No other individuals may appear in the Entry, without express permission. If Entry features a minor under the age of majority in his/her state or province of residence, you must obtain written permission from the minor's legal guardian.

(6) Entries must conform to the format and size requirements and limitations of the Contest Website.

(7) Entries cannot contain content that is irrelevant to the purpose of the Contest.

(8) Once an Entry has been submitted, it cannot be modified or deleted by Entrant.

(9) The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any third-party commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Contest.

(10) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain

content which Sponsor in its sole discretion decides is inappropriate or objectionable, including without limitation communicating messages that may reflect negatively on the goodwill of Sponsor. Your Entry or Entries must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

(11) Your Entry must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).

(12) Your Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.

(13) Your Entry must not have been submitted previously in a giveaway or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.

Sponsor reserves the right in its sole and absolute discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your Entry or Entries comply with the requirements set out above including those at (1) – (13) above. By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

ENTRIES POSTED TO THE CONTEST SITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

## **5. PRIZES; APPROXIMATE RETAIL VALUE ("ARV"):**

There are twenty-seven (27) prizes (each, a "Prize") that are available to be won, comprising of the following:

**(1) Grand Prizes.** Three (3) grand Prizes (each, a "Grand Prize") are available to be won, one (1) Grand Prize in each Category, and each Grand Prize comprising of: (a) One (1) physical check for Five Thousand Dollars (\$5,000); (b) Merchandise which includes a t-shirt, vinyl record, bandages, stickers,

enamel pin, and a "talking" button (ARV: \$150); and (c) One (1) O'Reilly Auto Parts Gift Card (ARV: \$100). The ARV of each Grand Prize is \$5,250.

**(2) Runner Up Prizes.** Six (6) runner up Prizes (each, a "Runner Up Prize") are available to be won, two (2) Runner Up Prizes in each Category, and each Runner Up Prize comprising of: (a) One (1) physical check for Two Thousand Dollars (\$2,000); (b) Merchandise which includes a t-shirt, vinyl record, bandages, stickers, enamel pin, and a "talking" button (ARV: \$150); and (c) One (1) O'Reilly Auto Parts Gift Card (ARV: \$100). The ARV of each Grand Prize is \$2,250.

**(3) Honorable Mention Prizes.** Eighteen (18) honorable mention Prizes (each, a "Honorable Mention Prize") are available to be won, six (6) Honorable Mention Prizes in each Category, and each Honorable Mention Prize comprising of: (a) Merchandise which includes a t-shirt, vinyl record, bandages, stickers, enamel pin, and a "talking" button (ARV: \$150); and (b) One (1) O'Reilly Auto Parts Gift Card (ARV: \$500). The ARV of each Grand Prize is \$650.

The ARV of all Prizes is **Forty Thousand Nine Hundred and Fifty (\$40,950)**. The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit **one (1) Prize per person and per household**.

## 6. JUDGING & WINNER DETERMINATION:

(1) During the Voting Period (Starts at 12:00:01 AM ET on November 16, 2024 and ends at 11:59:59 PM ET on November 30, 2024), visitors will have the opportunity to visit the Contest Site each day and vote for their favorite Entry (each, a "Vote"). **Limit one (1) Vote per visitor per Category.** The use of robotic or automatic devices for voting is prohibited and Sponsor reserves the right to nullify all such votes and to disqualify the responsible individual from voting. Any attempt by any person to vote more than the number of times authorized herein, using any third-party proxy voting services, incentives not sponsored by Sponsor, using multiple names or e-mail addresses and/or any other fraudulent mechanism(s), including robotic, automatic, programmed or similar methods, shall give the Sponsor, in its sole discretion, the right to disqualify the Entrant from the Contest. All Entrants and the votes each Entrant receives are subject to verification by Contest Administrator, and must meet all eligibility requirements before an Entrant may be confirmed as a winner of any prize.

(2) The Entry that receives the highest total visitor Votes from the Voting Period from each Category will be deemed the potential Grand Prize Winners in each such Category.

(3) Then, the Two (2) Entries that receive the next highest total visitor Votes from each Category will be deemed the potential Runner Up Prize Winners in each such Category.

(4) Then, the Six (6) Entries that receive the next highest total visitor Votes from each Category will be deemed the potential Honorable Mention Prize Winners in each such Category.

In the event any tiebreakers are needed, all tied Entries will be judged by a separate panel of judges constituted by the Sponsor and using the judging criteria set forth below:

- A. Reflection of Theme (40%)
- B. Creativity/Originality (20%)
- C. User Votes from the Voting Period (20%)
- D. Quality of Entry (20%)

**7. WINNER NOTIFICATION:** Potential winner(s) will be notified via the contact information provided during entry no more than 15 days following judging with prize claim instructions, including submission deadlines. Potential winners must respond to the notification message and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Sponsor. Sponsor may require winner(s) and their guest(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents. All required documents must be completed and returned to Sponsor within two (2) days of the date and time listed on the documents. If a potential winner cannot be contacted, is disqualified, or fails to timely execute and return any required forms, an alternate winner may be selected from among the remaining eligible Entries. Only three alternate winners will be selected, after which unclaimed prizes will remain unawarded.

TO BE ELIGIBLE TO BE DECLARED THE WINNER, AND AS DIRECTED BY SPONSOR, YOU MUST LICENSE ALL INTELLECTUAL PROPERTY RIGHTS THAT YOU DO OR MAY HAVE IN THE ENTRY TO SPONSOR. BY ENTERING POTENTIAL WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER (THE "INTELLECTUAL PROPERTY LICENSE") BEFORE HE OR SHE WILL BE PERMITTED TO CLAIM ANY PART OF THE PRIZE OR BE DECLARED THE WINNER.

**8. PRIZE CONDITIONS:** The value of a Prize will be taxable to the winner as income. Relevant tax forms may be issued in the name of the winner for the actual value of the Prize awarded. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a Prize not specifically provided for in these Official Rules are solely the winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize winner of his/her tax obligations associated with winning such Prize.

All Prizes are awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Contest or any Prize. No issuer of any offered Prize is sponsoring this Contest. Prize details and availability are subject to change, in which case a Prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Sponsor will determine all Prize details in its sole discretion.

No more than the advertised number of Prizes shall be awarded. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the Prizes available as set forth in these Official Rules, the Winner of the applicable Prizes may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

The Prizes are subject to certain terms and conditions as specified herein. A Prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any Prize, unless otherwise specified. Prizing may be fulfilled by a third-party fulfillment agency. Prizes will only be awarded if properly claimed according to these Official Rules. All costs and expenses related to the Prize(s) acceptance, the Prize(s), and/or Prize(s) use not specified herein as being provided are the sole responsibility of winner(s).

Your O'Reilly Auto Parts gift card is redeemable solely at O'Reilly Auto Parts stores in the United States. Not redeemable for cash or credit, unless required by law. Protect your card like cash. This is not a credit or debit card and has no implied warranties. Depending on state of issuance, O'Reilly Automotive stores, Inc. or O'Reilly Auto Enterprises, LLC, is the sole Issuer of your card, and the sole obligor to card owner. Issuer may assign its rights and duties as issuer in their entirety to any affiliate or any other issuer without recourse or consent of card owner. If assigned, Issuer shall have no obligation to card owner, and the new issuer will be the sole obligor. Issuer is not responsible or liable for lost, stolen or damaged



cards, or for cards used without your permission except as required by law. Purchase, acceptance or use of your card constitutes acceptance of these terms and conditions, which are subject to change without notice to the full extent permitted by law.

**9. PUBLICITY & MARKETING:** Submission of an Entry in the Contest constitutes permission, but not the obligation, to the Sponsor to use Entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law.

**10. PRIVACY INFORMATION.** Sponsor shares your concerns about the privacy of your personal information. Potential winners will be contacted using the address provided during the Contest. By entering this Contest, unless you have opted out upon entry, you agree to receive marketing materials, communications and other materials from the Sponsor and/or any promotional partners whose products and services Sponsor feels might interest you at a future date. Email addresses may be stored if supplied, and you may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sponsor uses commercially reasonable efforts to comply with Federal CAN-SPAM guidelines, and you may subsequently opt-out of receiving further emails by following the opt-out instructions contained in any such email. Please refer to Sponsor's privacy policy located at <https://www.oreillyauto.com/privacy>.

By providing your mobile number during the promotion period and agreeing to the terms listed, you are authorizing Sponsor to deliver automated SMS messages to you about the Contest. You are not required to provide a number as a condition of purchasing any item or receiving any offers. Standard message rates may apply. You may opt out of receiving future text messages by replying STOP to any message you receive (which will generate a confirmation noting we have received your request). If you chose not to receive automated SMS messages to your mobile device, you will receive the same notifications via mail or via email through an automated email system.

**11. UNSUBSCRIBE.** At any time after you enter, if you are not interested in receiving communications from Sponsor, you may notify the Sponsor that you do not desire to receive such materials by following the opt-out instructions contained in a communication from Sponsor.

**12. NO LIABILITY & INDEMNIFICATION:** By entering this Contest, you agree to release, discharge and hold harmless Sponsor, Contest Entities, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any Prize awarded hereunder (including, without limitation, any misrepresentation made by you in connection with the Contest; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Contest; acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; any malfunction, error or other problem arising in connection with the collection, processing, or retention of Entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Contest.

If Sponsor's use of your Entry causes Sponsor to be subject to a claim by any third party (including, but not limited to, a claim of infringement), you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your Entry.

**13. OTHER TERMS:** Decisions of Sponsor on all matters related to the Contest are final and binding. Sponsor reserves the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

**14. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRDPARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**15. DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Greene County, Missouri and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Greene County, Missouri. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Greene County, Missouri. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically



excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**16. RIGHT TO DISQUALIFY:** Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage or to any person, property, or reputation of Sponsor, or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Sponsor's sole discretion.

**17. SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**18. WINNERS LIST:** For a list of winners, available after December 30, 2024, for a period of thirty (30) days email DIGITAL\_ADVMKT@oreillyauto.com with a subject of "**O'Reilly Jingle Contest**".

**19. SPONSOR:** O'Reilly Automotive, Inc., 233 S Patterson Ave, Springfield, MO 65802

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