

2021 COPART Deutschland GmbH Member Contest

Official Rules

PURCHASE REQUIRED.

You must be an official Copart Deutschland GmbH Member (Basic or Premier Level) to participate in this contest and buy one vehicle from Copart Deutschland GmbH between 18.01. – 28.02.2021.

The contest is open to legal residents in Europe who are eighteen (18) years of age or older (or age of majority in their jurisdiction of residence, whichever is greater) and are Basic or Premier Members in good standing as determined by Copart Deutschland GmbH in its sole discretion.

By participating in the contest, you agree to these Official Rules and the decisions of Copart Deutschland GmbH (“Copart” or “Sponsor”), which are final and binding in all respects and are not subject to appeal.

This promotion is in no way sponsored, endorsed or administered by, or associated with any third party, including Facebook, Twitter, Instagram or other social media websites on which any content related to this promotion may appear. By participating, you release and agree to hold harmless Facebook, Twitter, Instagram and other applicable social media websites from any and all liability in conjunction with the promotion.

1. Contest Schedule:

A. Entries for the contest will be accepted as described below beginning on/after 18.01.2021, at 12:01 a.m. CET until 28.02.21, at 11:59 p.m. CET. No contest entries will be accepted after 28.02.2021, at 11:59 p.m. CET.

B. On 01.03.2021, Copart will **randomly** select 6 winners in a drawing comprised of all eligible entries received.

C. The (6) prize winners (“Winners”) will be notified by e-mail beginning on 01.03.2021. To receive prize, Winner may be required to complete, sign and return an affidavit of eligibility and release within a designated time period. Failure to do so (if applicable), if Winner cannot be contacted by Sponsor for any reason, or if Sponsor determines in its sole discretion that Winner is ineligible or otherwise in violation of these Official Rules will result in disqualification from the contest and prize forfeiture without compensation of any kind. In such instance, Sponsor may randomly select an alternate Winner from among all remaining eligible entries received.

Sponsor may modify the contest period in its sole discretion by posting notice to such effect on the contest site due to a *force majeure* event (see also Rule 6c below).

2. How To Enter the Contest:

A. Go to the contest site and use the entry form to submit your name, e-mail address and member number. **If you are not already a Copart Deutschland GmbH Member (Basic or Premier), you must sign up and obtain a member number at www.Copart.de before you may submit an entry.** The contacts are saved in <https://unbounce.com/> and will be deleted after the contest is over. (But, if you become a Copart Deutschland GmbH member, your membership information will be saved.)

B. Complete the form with all required information. The name and email address must be an exact match with the details saved with your Member number. If the information does not match, your entry will be rejected.

C. You must have bought at least one Copart vehicle between **18.01. – 28.02.21.** **The value or type of vehicle purchased does not affect your chances of winning. All inventory that is offered on Copart.de is accepted. (Vehicles purchased at physical Copart locations in Europe or elsewhere will NOT be accepted.)**

D. Check the box wherein you agree to these Official Rules. Your entry will not be accepted if this box is not checked. Please also state if you give us permission to mention your name and company for advertising purposes if you win the contest; your decision to do so is purely optional and will not affect your ability to enter the contest or your odds of winning a prize in same.

3. Contest Entry Restrictions- In General: **Limit of one (1) entry per Copart Deutschland GmbH (Basic/Premier) member, regardless of the number of vehicles purchased by such member during the contest period. For clarity, only one (1) person may enter on behalf of an entity which is a Copart Deutschland GmbH member.** The attempted use of multiple Copart member numbers by the same entity or by multiple persons at the same entity for the purpose of circumventing the foregoing limitations will be grounds for immediate disqualification of such entity (and all persons associated with such entity) from participating in the contest.

Receipt of contest entries will be acknowledged by Sponsor, but such acknowledgment merely reflects Sponsor's receipt of the contest entry. If you do not see an acknowledgment notification after submitting the form, your contest entry was not received by Sponsor and, to be entered in the contest, you must resubmit it as described above. Proof of submission of entry form does not constitute proof of receipt of same or proof of entry. Use of automated, robotic or programmed means of entry and third-party entry subscription services/newsletters to enter the contest is prohibited.

In case of dispute, the entry will be deemed made by the Copart Deutschland GmbH membership associated with the e-mail address provided on the entry form. The authorized account holder is the natural person who is assigned to the e-mail

address by an Internet access provider, on-line service, or other organization that is responsible for assigning e-mail addresses.

4. Contest Prizes:

A. Prizes.

One (1) Grand Prize – iPhone® 12 mobile digital device, 64 GB, 899,00 € incl. 19% VAT

One (1) Second Prize– iPad Air® 4 mobile digital device 64 GB, Wi-Fi, 649,00 € incl. 19% VAT

One (3) Third Prize – Apple Watch® wrist wearable device, Series 6, 40 mm, GPS, 429,00 € incl. 19% VAT

Three (3) Membership Winners – 12 months of additional Premier Membership free of charge. (If winner has a Basic Membership, they will be upgraded to Premier Membership; if winner already has a Premier Membership, they will receive an additional 12 months to such Premier Membership), Value: 200 € excl. VAT

Odds of winning depend on the total number of eligible entries received for the random drawing.

Trademarks used for prize identification purposes only. No endorsement, sponsorship, affiliation or authorization by Apple Inc. is intended or implied by such use.

B. Restrictions on Prizes.

Any unspecified incidental expenses incurred in accepting and using prize as well as any applicable taxes on the value of the prize are the Winner's sole responsibility. Winner further agrees to fully cooperate with Sponsor as to its compliance with any government-mandated tax-reporting requirements implicated by prize award. No prize substitution except at Sponsor's sole discretion due to prize unavailability for any reason and only then for prize of comparable value; the preceding includes, for Grand, Second and Third Prizes, the replacement of indicated model of item with another model of comparable value. Prizes are not redeemable for cash and cannot be transferred to another person or entity without the consent of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. For Grand, Second and Third Prizes: (a) Sponsor will determine color and other specific attributes of prize; (b) prize will only be shipped to a street address in Europe. There is a limit of one (1) prize per person, family or household.

FOR GRAND, SECOND AND THIRD PRIZES: TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR MAKES NO REPRESENTATION,

GUARANTEE OR WARRANTY OF ANY KIND REGARDING THE PRIZE, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE INTENDED PURPOSE. THE ONLY WARRANTIES ARE THOSE OF THE PRODUCT MANUFACTURER. SPONSOR ACCEPTS NO LIABILITY FOR ANY DAMAGE INCURRED BY A WINNER AS A RESULT OF ACCEPTING AND/OR USING THE PRIZE WITH THE EXCEPTION OF ANY LIABILITY FOR SPONSOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR FOR ANY CULPABLY CAUSED DAMAGES TO LIFE, BODY OR HEALTH OR FOR THE INFRINGEMENT OF A MATERIAL OBLIGATION ARISING FROM THESE OFFICIAL RULES.

5. Conditions of Participation:

A. Employees, officers and directors (and their immediate families) of Sponsor, its parent, divisions, subsidiaries, affiliates, marketing/advertising/promotion agencies and any other entities involved in the development, production or administration of the contest are **not** eligible to enter the contest. (Immediate families refers to parents, children, siblings and spouse, whether in the same household or not.) In addition, no person or entity who is party to a contract with Copart or its agents/representatives to provide marketing, advertising or promotional services (including, without limitation, social media influencers or bloggers), or who has in the past been compensated by Copart or its agents/representatives for providing such services, is eligible to enter the contest. **Void where prohibited by law.**

B. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance shall not constitute the waiver of such provision. In the event of any discrepancy or inconsistency between the English language version and the German translation of same, the English language version shall prevail, govern and control in all respects. Sponsor is not responsible for contest entries that are lost, late, illegible/garbled, corrupted, misdirected, defective, inaccessible, compromised, incomplete or damaged and all such contest entries are void. **Sponsor is also not responsible for (a) any incomplete, incorrect or inaccurate information, whether caused by tampering, hacking, equipment malfunction/failure or other cause; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission of contest entries, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; and (c) any problems or technical malfunctions, disruptions or failures of any kind, including telephone network or lines, computer on-line-systems, servers or providers, software or programming, or for damage to one's computer or mobile device (or data/information contained therein) related to participation in the contest with the exception of any responsibility for Sponsor's willful misconduct or gross negligence or for any culpably caused damages to life, body or health or for the infringement of a material obligation arising from these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and the associated entity) it finds, in its sole discretion, to be**

tampering (or attempting to tamper) with the contest entry process, or the operation of the contest.

C. *Force Majeure*. If Sponsor determines in its sole discretion that the contest cannot be conducted as originally intended for any reason beyond its control (for example, pandemic/epidemic, riot, strike, civil commotion, governmental action, natural disaster), Sponsor reserves the right to modify, cancel or suspend the contest and, to the extent feasible, select prize winners from among all eligible entries received prior to such action by Sponsor or otherwise in a manner which Sponsor determines in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will posted on <https://copart.de>.

D. By participating, each contest entrant indemnifies, releases and agrees to hold harmless Copart, its parent, subsidiaries, divisions, affiliates, and agencies, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability arising from participating in the contest, contest-related activity and/or acceptance, receipt, possession or use/misuse of a prize with the exception of any liability arising from Copart's willful misconduct, gross negligence or damages to life, body or health culpably caused by Copart or from Copart's infringement of a material obligation under these Official Rules.

E. Material obligation for the purposes of these Official Rules means any obligation the fulfilment of which is essential for the proper performance of the contest and the observance of which the entrant regularly relies on. In the event of breach of a material obligation of these Official Rules by Copart, Copart's cumulative liability shall be limited to the foreseeable, typically occurring damages.

6. PRIVACY NOTICE: Any information provided to Sponsor by persons in conjunction with the contest will be used solely for purposes of contest administration and as otherwise in accordance with Sponsor's privacy policy. For all Copart Deutschland GmbH Members, the privacy policy is accessible via <https://www.copart.de/en/Content/de/en/Privacy-Policy>

7. Miscellaneous:

A. These Official Rules are subject to the laws of the Federal Republic of Germany without recourse to its conflict of laws principles.

B. If one or more of the above clauses should be or become wholly or partially void, ineffective or unenforceable, the remaining terms and conditions of these Official Rules shall remain in effect. They shall be replaced by a corresponding valid clause. The same shall apply in the event of a loophole.

Sponsor:

Copart Deutschland GmbH
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Germany