

**Pep Boys Gear Up For Adventure Contest  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND  
WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Timing:** The Pep Boys Gear Up For Adventure Contest (the "**Contest**") begins on November 1, 2018 at 12:00 Noon Eastern Time ("**ET**") and ends on November 17, 2018 at 11:59:59 A.M. ET (the "**Promotion Period**"). The Contest consists of three (3) phases as set forth in the chart below:

<b>Phase</b>	<b>Start Date/Time</b>	<b>End Date/Time</b>
Submission	November 1, 2018 at 12:00 Noon ET	November 8, 2018 at 11:59:59 a.m. ET
Judging	November 9, 2018 at 12:00 Noon ET	November 11 2018 at 11:59:59 a.m. ET
Voting	November 12, 2018 at 12:00 Noon ET	November 17, 2018 at 11:59:59 a.m. ET

Sponsor's computer will be the official timekeeping device for this Contest.

This Contest is in no way sponsored, endorsed, or administered by Paramount Pictures Corporation, Facebook, Instagram or Twitter. Paramount Pictures Corporation, Facebook, Instagram and Twitter are completely released of all liability by each entrant in this Contest.

**2. Eligibility:** Open to legal U.S. residents residing in the fifty (50) United States 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 November 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**"), Paramount Pictures Corporation, 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. How To Enter:** To enter the Contest, you'll first need to become a registered user of [www.Twitter.com](http://www.Twitter.com) ("**Twitter**"), [www.Facebook.com](http://www.Facebook.com) ("**Facebook**") or [www.Instagram.com](http://www.Instagram.com) ("**Instagram**") or log into your Twitter, Facebook or

Instagram account. If you do not have an account, go to [www.Twitter.com](http://www.Twitter.com), [www.Facebook.com](http://www.Facebook.com) or [www.Instagram.com](http://www.Instagram.com) to create one. Twitter, Facebook and Instagram accounts are free. By submitting your information and creating a Twitter, Facebook or Instagram account, you agree to the Twitter, Facebook or Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create a Twitter, Facebook or Instagram account, or participate in this Contest. Additionally, to enter via Instagram or Twitter, your account must be set to public.

There are three (3) ways to enter the Contest (each, a “**Method of Entry**” and collectively, the “**Methods Of Entry**”). During the Submission Phase, access the internet from a computer and/or web enabled mobile phone and go to any of the following locations to upload one (1) digital photograph (“**Photograph**”) or video (“**Video**”) depicting a time you geared up for adventure with your car. The Photograph or Video is the submission (“**Submission**”):

**3a. Facebook:** Go to [www.facebook.com/pepboysauto](http://www.facebook.com/pepboysauto) (the “**Facebook Page**”) and add a new post to the page by uploading the Photograph or Video including the hashtags #GearUp4Adventure and #contest (the “**Required Hashtags**”).

**3b. Twitter:** Post your Photograph or Video including the Required Hashtags.

**3c. Instagram:** Post your Photograph or Video to your Instagram account including the Required Hashtags.

By posting your Photograph or Video along with the Required Hashtags you affirm that you are eligible to participate in the Contest and understand and agree to the Official Rules stated herein.

Acceptable formats for the Photograph are .gif, .png, .bmp, and .jpeg. Acceptable formats for the Video are avi, dv, mov, qt, mpg, mpg2, mpg4, 3gp, 3g2, asf, or wmv. If any individuals other than yourself appear in the Photograph or Video, 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 or Video and for purposes of this Contest. Proof of such permission may be required at Sponsor’s discretion. Uploading any Photograph or Video further constitutes your consent to grant the Sponsor certain rights in and to the Photograph or Video, as described, below. Each Photograph or Video 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 or Video. Photographs and Videos that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Photographs and Videos that contain content plagiarized from other websites and/or publications will be void

and will result in disqualification.

**3i. Submission Requirements:** The Photograph must be 1 megabyte or smaller. The Video must not exceed one hundred (100) MB in size, nor exceed two (2) minutes in length; Photographs and Videos 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 or Video that Sponsor determines, in its sole and absolute discretion, fails to comply with these Submission 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 and/or Video satisfies these Official Rules and that its decisions are final. WITHOUT LIMITING THE FOREGOING, SPONSOR RESERVES THE RIGHT TO REMOVE ANY PHOTOGRAPH OR VIDEO 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 VIDEO ENTRY AND/OR ANY DECISION TO REMOVE SUCH PHOTOGRAPH OR VIDEO AND DISQUALIFY ITS CORRESPONDING ENTRY. ALL DECISIONS OF SPONSOR ARE FINAL.

**3ii. Entrant Warranty:** By entering a Photograph or Video 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 Photograph or Video, if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules; and (e) publication of the Photographs or Video 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.

**3iii. Entry Limits:** You may enter only one (1) Photograph or Video per social

media platform. If an entrant makes more than one (1) entry to any single social media platform, all entries from that entrant will be disqualified. Multiple entrants are not permitted to share the same social media account.

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.

**Direct any questions, comments and complaints regarding this Contest to Sponsor and not to Facebook, Instagram or Twitter.**

**4. Finalist Determination:** During the Judging Phase four (4) qualified judges, determined by Sponsor in its sole discretion, will select up to twenty (20) Submissions (each a “**Finalist**”) based on the following criteria (“**Judging Criteria**”):

- (i) **Fit Within Theme (50%);**
- (ii) **Submission is personal and authentic (25%); and**
- (iii) **Creativity and Originality (25%)**

The twenty (20) highest scoring Submissions will be declared Finalists. In the case of a tie, the entrant whose Submission receives the highest score in the “Fit Within Theme” category of the Judging Criteria will become a Finalist. The Finalists will be notified by telephone and/or e-mail using the contact information provided at registration or by direct message via the social media platform used for entry on or about November 12, 2018.

**5. Voting Phase/Winner Determination:** During the Voting Phase, the confirmed Finalists’ Submission will be posted in a gallery for public voting available at [www.pepboys.com/BumblebeeMovie](http://www.pepboys.com/BumblebeeMovie). Individuals who meet the eligibility criteria set forth in Section 2 will be invited to vote (“each a **Voter**”) for their favorite Finalist Submission. Limit: Each Voter may vote one (1) time each day during the Voting Phase. Multiple Voters are not permitted to share the same email address. Any attempt by any Voter to obtain more than the stated number of votes by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Voter's votes and that Voter may be disqualified. Use of any automated program to vote will result in disqualification. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, use of any automated program and/or vote aggregation website, as determined by Sponsor in its sole discretion.

The Finalist that receives the highest number of votes during the Voting Phase will be the potential Contest Grand Prize winner. In its sole discretion, Sponsor reserves the right to select an alternate Contest Grand Prize winner should the voting appear to have been tampered with or manipulated in any way. In case of a tie, the Sponsor, in its sole discretion, will select the potential winner based on an application of the Judging Criteria. The potential Grand Prize winner will be notified by telephone and/or email on or around November 20, 2018. The potential Contest Winner will be notified by direct message via the social media platform used for entry or a comment on their entry within three (3) days after the Voting Phase has concluded and will be required to sign and return to Administrator, within five (5) business days of the date notice is sent (or a shorter time if required by exigencies), 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 Contest Winner cannot be contacted, or fails to sign and return the Prize Claim Documents within the required time period (if requested), then such potential Contest Winner may be disqualified and/or otherwise forfeit his or her opportunity to receive a prize. In the event that a potential Contest Winner is disqualified for any reason, the next eligible entrant receiving the next highest total number of votes of any eligible entrant will be declared the potential Contest Winner. Prize will be awarded to the person whose name is on the entry.

Sponsor shall have no liability for any prize notification that is lost, intercepted or not received by the potential Contest Winner for any reason. If any potential Contest Winner does not respond within the time required by Sponsor, or if the Contest Winner notification is returned as unclaimed or undeliverable to any potential Contest Winner, such potential Contest Winner will forfeit his or her prize and an alternate Contest Winner may be selected. If any potential Contest Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Contest Winner will be disqualified and the prize may be awarded to the next highest scoring eligible entrant. In the case of a tie between the highest vote recipients of eligible entrants during the Voting Phase, the potential Contest Winner will be selected in a random drawing between these tied entrants under the direction of Administrator.

**6. Prize And Approximate Retail Value:** There is (1) Grand Prize available to be won in this Contest consisting of a trip for the Contest Winner and one (1) guest to Los Angeles, CA for two (2) nights (specific dates are dependent on the *Bumblebee* Movie Premiere date which has not been determined, but is expected to be in December, 2018) and includes two (2) admission tickets to the *Bumblebee* Movie Premiere. Grand Prize also includes roundtrip coach-class air transportation for two (2) from a major airport near winners' residence (as determined at the sole discretion of Sponsor) to Los Angeles, CA, deluxe hotel accommodations (based on double occupancy) for two (2) nights with checkout the day after the *Bumblebee* Movie Premiere, a \$500 pre-paid Visa gift card for

use towards ground transportation, meals, or at Winner's discretion, and two (2) Hop-On-Hop-Off tour bus passes. Total Approximate Retail Value of the prize is \$3,300.

Dates of departure and return are subject to change at Sponsor's sole discretion. All trips are for the Contest Winner and one (1) guest of the Contest Winner's choosing (winner's guest must be 18 years of age or older, unless the winner is the parent/legal guardian of the guest). The Contest Winner's guest must execute a Release of Liability/Publicity prior to ticketing. Winner and guest are solely responsible for costs and expenses of their transportation to and from airports and in Los Angeles during their trips, meals, beverages, gratuities, merchandise, souvenirs and for all other expenses relating to the use of prize. Hotel will require a credit card to cover incidentals. All trips must be taken on the specified dates. Dates of departure and return are subject to change at Sponsor's sole discretion. Travel arrangements and accommodations at discretion of Sponsor. Trips may not be sold, traded, transferred, rescheduled to dates other than as set forth above. Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. Some restrictions apply. All travel arrangements will be made by Performance Entertainment and are subject to space availability, capacity limitations and other applicable restrictions at the time reservations are requested. Tickets cannot be redeemed at a travel agency and are non-commissionable. Tickets are not transferable, not extendible, and not refundable. Winner and travel companion will be required to travel on the same itinerary. All expenses not specifically provided for herein are the winner's sole responsibility. In the event any event listed as part of a prize is cancelled or postponed for any reason, Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner. You acknowledge that the admission to the premiere has no monetary value, and in the event that the premiere is delayed, postponed or cancelled for any reason, or you (and/or your guest) do not attend the premiere, such portion of the Prize shall be forfeited and no substitution will be provided. If the closest airport to a prize winner's home is in close enough proximity to prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation from the Sponsor with no further obligation to the winner. 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. In the event prize winner and/or his or her guest engage(s) in behavior that (as determined by Sponsor or its designee in their sole and absolute discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, intimidate, threaten or harass any

other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation and any element of the prize, if any, still remaining will be immediately forfeited.

**7. Liability Release:** By participating in the Contest and/or receiving a prize, entrant agrees to release and hold harmless Sponsor, Administrator, Paramount Pictures Corporation 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 Contest or receipt or use or misuse of any prize.

**8. 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 Contest and other promotions in the future without further compensation, and releases the Sponsor and its designees from any liability with respect thereto.

**9. Grant of Rights:** Each entrant into the Contest 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 Contest 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.

**10. 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 Contest; (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 Contest; (d) technical or human error which may occur in the

administration of the Contest 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 Contest 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 Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, 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.

**11. 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 Contest 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 Contest, 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 Contest. If Sponsor terminates this Contest, 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 Contest 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 CONTEST 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.



**12. Disputes:** Except where prohibited, entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Contest, 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 Contest, 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 Contest 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 Contest-related materials, including but not limited to the Contest 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.

**13. Entrant's Personal Information:** By entering the Contest, 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.

**14. Winners' List:** For Contest results (available after December 31, 2018) and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to: The Pep Boys Gear Up For Adventure, P.O. Box 693, Ardsley, NY 10502. Requests must be received by January 31, 2019.

**15. 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.

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