

## Another Mile Another Milestone Abra 2024 Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A PERSON'S CHANCES OF WINNING.**

1. Sweepstakes commences Monday, January 15, 2024, at 12:01 AM EST and ends on Wednesday, January 31, 2024, at 11:59 PM EST (the "Entry Period"). To enter the Sweepstakes, during the Entry Period, entrant must visit [https://abra.wishpondpages.com/another\\_mile\\_another\\_milestone/](https://abra.wishpondpages.com/another_mile_another_milestone/) and complete and submit the official entry form, including entrant's full name, email address and phone number. Sponsor is not responsible for late, lost or destroyed entries in connection with this Sweepstakes. Limit one (1) entry per person/per email address in this Sweepstakes.
2. Participation in "Another Mile, Another Milestone Abra Sweepstakes" ("Sweepstakes") constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Driven Brands Inc. d/b/a Abra Auto Body Repair of America ("Sponsor"), 440 S Church St #700, Charlotte, NC 28202. Winning a prize is contingent upon fulfilling all requirements set forth herein.
3. The odds of winning depend upon the number of eligible entries received in the Sweepstakes.
4. To be eligible for this Sweepstakes, an individual must be 18 years or older and a legal resident of the fifty (50) United States (including D.C.). Directors, officers, or employees of Sponsor and its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Sweepstakes. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Sweepstakes. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Sweepstakes must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.
5. Five (5) potential winners will be selected from all eligible entries received during the Entry Period. THE POTENTIAL WINNING ENTRANTS WILL BE NOTIFIED BY E-MAIL USED ON THE WINNER'S ENTRY FORM NO LATER THAN WEDNESDAY, FEBRUARY 7, 2024, AND MUST RESPOND WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION. If the potential winner declines in writing to accept a prize, any Sponsor required documents are not returned on time, prize or prize

notification is returned as undeliverable, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, he/she will be disqualified and will not receive a prize and another entrant may be selected by random drawing in the Sponsor's sole discretion. There will be three (3) alternate drawings after which the prize will remain unawarded. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive prize notification or for the Sponsor to receive a selected entrant's response.

6. There will be one (1) prize awarded per winner, which prize will be one (1) Apple\* Watch SE (2nd Gen). **Approximate retail value ("ARV") of each prize is \$299. Total ARV for all prizes in this Sweepstakes is \$1,495.**
7. Prizes will be awarded "as is" with no warranty, guarantee or representations, either express or implied by Sponsor. Prize must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a prize will be forfeited and have no cash value. The Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
8. All decisions of Sponsor in this Sweepstakes are final and binding. This Sweepstakes is subject to all applicable federal, state, and municipal laws.
9. All information submitted to the Sponsor as part of this Sweepstakes will be treated in accordance with the Sponsor's privacy policy, available at <https://www.abrauto.com/privacy-policy/>. Sponsor will only use entrant's personal information to: (a) provide information about the Sweepstakes; (b) contact and publicize potential winners; and/or (c) if an entrant selects to receive additional information from the Sponsor, to send additional information to that entrant during or after the Entry Period.
10. By entering the Sweepstakes, entrant agrees to release and hold harmless Sponsor, Apple, and their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (a) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (b) technical, mechanical, printing, or typographical or other failures of any kind, including but not limited to lost, late, incomplete, stolen, or misdirected entries or the malfunctioning of any

computer, cable, network, hardware or software; (c) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (d) unauthorized human intervention in any part of the entry process or the Sweepstakes; (e) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; and (f) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery.

11. The Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of North Carolina, without regard of choice of law principles. Except where prohibited, entrant agrees 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 United States District Court for the Western District of North Carolina or the applicable state court in North Carolina; (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. For purposes of these official rules, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these official rules as a whole. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problems, or any condition caused by events beyond the reasonable control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted, Sponsor may, in its sole discretion, either: (1) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (2) award the prize from among the non-suspect, eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the operation of the Sweepstakes, to be acting in violation of these Official Rules or any applicable laws relating to the Sweepstakes, or in an unsportsmanlike or disruptive manner, and to resolve all disputes in its sole discretion. Any attempt by any person to undermine the legitimate operation of the

Sweepstakes may be a violation of criminal and civil law, 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. In the event of any conflict with any Sweepstakes details contained in these official rules, and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. By accepting any prize, each entrant consents to the use of their names, voices, and likenesses, including all accompanying personally identifiable information entrant submits or Sponsor obtains in the course of entrant accepting any prize, via all forms of media now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation (other than the specific prizes described herein) to entrant, his/her successors or assigns, or any other entity, except where prohibited by law.

\* "Apple" and "Apple Watch" are a licensed trademark of Apple Inc. Apple is not a party to this Sweepstakes and has not offered or sponsored this Sweepstakes in any way.

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