

**Official Rules for the
Hayden® “#SEMATrip2019 Social Media Promotion”**

Welcome to the Hayden® “#SEMATrip2019 Social Media Promotion” (the “**Promotion**”), sponsored by **Standard Motor Products, Inc.** (the “**Sponsor**”). Participation in this Promotion and eligibility for all prizes offered hereby are subject to the following Official Rules, by which all persons are bound upon submission of an entry.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. The Promotion is void where prohibited or restricted by applicable law, and all applicable federal, state, provincial and local laws and regulations apply.

1. Promotional Period. This Promotion commences 12:00 a.m. Eastern Time on October 7th, 2019 and ends at 11:59 p.m. Eastern Time on October 18th, 2019 (the “**Promotional Period**”).
2. Eligibility. Eligibility is limited to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry (each such person, a “**Participant**”). Participants who disregard these Official Rules are not eligible to participate. Directors, officers, employees, contractors and agents (and their immediate family and household members) of Sponsor or its affiliates are not eligible. Sponsor's determination of eligibility, in its sole discretion, shall be final.
3. How to Enter. To participate in the Promotion, during the Promotional Period, Participants must share the Sponsor’s post of this Promotion on the Participant’s Instagram account, tag three (3) people in the Participant’s post and include the hashtags #SEMATrip2019 and #HaydenAuto (“**Submission**”).

In order for Sponsor to receive a Submission and for that Submission to be valid, the Participant’s privacy settings for the Submission must be made public. Photographs posted prior to the commencement date of this Promotion will not be eligible to participate. All persons appearing in photographs must be at least the age of majority as of the date of the photograph. Limit one (1) entry per person. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain additional entries by using multiple/different Instagram accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Instagram account used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned to the account.

Sponsor may disqualify any entry that contains references which are (or promote activities that are) obscene, crude, vulgar or derogatory of any group, or references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

Prizes.

(a) A total of two (2) “**Grand Prizes**” will be awarded. Each “**Grand Prize**” will consist of two (2) tickets for general admission at the 2019 SEMA Show in Las Vegas, Nevada, (or a substitute prize of comparable value). The approximate value of each Grand Prize is USD \$100 (One hundred Dollars).

(b) Selection of Winners. At the end of the Promotional Period, the Sponsor will select the Grand Prize winner in a random drawing from among the eligible entries received. The odds of winning will depend on the total number of eligible entries received.

4. Conditions of Participation.

(a) Participants agree to be bound by these Official Rules and all decisions of the Sponsor, whose decisions will be final and binding.

(b) All entries are subject to the Terms of Use of Instagram. Please refer to such terms and policies for additional details.

(c) The winners will be responsible for all costs and expenses related to the prizes that are not specifically mentioned, including, but not limited to, all federal, state, provincial and local taxes, all airfare and transportation expenses, all lodging and meals, and any and all other expenses reasonably incurred in receiving or using the prize.

(d) Each Participant further agrees to accept delivery of any prize won based upon availability. Sponsor reserve the right to substitute a prize of equal or greater value in the event of unavailability. The prize is not transferable and the winners have no right of substitution (in cash or otherwise).

(e) Each Participant represents and warrants that: (i) he/she owns or has the necessary licenses, rights, consents and permissions: (1) to publish the text, audio, video, photographic or other content submitted in his/her entry (the “**Content**”), and (2) to grant to the Sponsor, and hereby grants to the Sponsor, the perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable right to use, reproduce, distribute, prepare derivative works of, display and perform the Content in any media format and through any media channel; and (ii) his/her Content does not otherwise violate the rights of any other person by using their names, likeness or images without their express written consent. The above license is irrevocable.

(f) Each Participant grants Sponsor the right to use his/hers name and address (city and state or province), Content (as defined herein), entry form information and written and oral

statements for advertising and marketing purposes, without compensation, unless otherwise prohibited by law.

(g) Sponsor is not responsible for any printing errors in any materials made available to Participants. Sponsor shall not be responsible for lost, late, misidentified, misdirected or incomplete entries or telecommunication or computer hardware or software performance, errors, delays or failures. If, for any reason, the fairness or integrity of the Promotion becomes compromised, or Sponsors' administration or fulfillment of the Promotion becomes impracticable, Sponsor reserves the right to terminate or modify the Promotion, and to disqualify any individual who tampers with the administration of the Promotion.

5. Winner Notification. Each winner of a prize will be notified in-person or by telephone, regular first-class mail, e-mail, direct message or other electronic means within thirty (30) days after such winner has been finally determined. Sponsor may require prize winners to execute an affidavit of eligibility, publicity release (except where prohibited by law), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, an "Affidavit"). If the prize winner does not respond to the Sponsor's first notification within five (5) business days, is found to be ineligible, fails to execute the Affidavit or other reasonable documentation required by Sponsor and/or the prize is returned as undeliverable, Sponsor may consider such prize winner to have forfeited the prize and another prize winner may be selected as time allows.

6. Disclaimers, Dispute Resolution and Limitations of Liability.

(a) Each Participant hereby releases, and agrees to defend, indemnify and hold harmless the Sponsor, its affiliates, those working on its behalf in connection with the Promotion, each of their respective officers, directors, representatives, employees, agents, successors and assigns, and Facebook, Inc. and its affiliates from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of any prize awarded hereunder. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action, and by final and binding arbitration in New York County, New York, in accordance with the Rules of Arbitration of the American Arbitration Association. This Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of conflicts of laws principles.

(b) ANY CLAIMS JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. EACH PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

(c) This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. All information provided by Participants is provided to Sponsor, its affiliates or those working on its behalf, and not Facebook, Inc.

(d) The Sponsor makes no warranties, representations or guarantees, express or implied, in fact or in law, with regard to any prize awarded hereunder or any product purchased with such prize, including but not limited to any warranties of quality, condition and/or fitness for any purpose. Any warranties, representations or guarantees shall be made solely by the manufacturer of such product or its authorized representatives.

(e) The Sponsor reserve the right to cancel, terminate, modify or suspend any part or all of the Promotion if the Promotion cannot operate as planned due to causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion.

(f) If any term or provision set forth herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision set forth herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. Contact. If you have any questions regarding this Promotion or if you would like to receive a copy of these Official Rules, please contact Standard Motor Products, Inc., Four Seasons Division, 1801 Waters Ridge Drive, Lewisville, Texas 75057, Attn: Marketing Department.