

2022 COPART REBUILD PHOTO CONTEST
(the “Photo Contest”)

Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.

The Photo Contest is open only to legal residents of the United States who are eighteen (18) years of age or older and are Copart members in good standing as determined by Copart, Inc. in its sole discretion.

By participating in the Photo Contest, you agree to these Official Rules and the decisions of Copart, Inc. (“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 Meta Platforms, Inc., Twitter, Inc. and other applicable social media websites from any and all liability in conjunction with the promotion.

***IF YOU ARE NOT A LEGAL RESIDENT OF THE UNITED STATES, DO NOT ATTEMPT TO ENTER THE PHOTO CONTEST AS IT IS NOT INTENDED FOR YOU.**

1. Photo Contest Schedule:

A. Entries for the Photo Contest (“Photo Contest Entries”) will be accepted as described below beginning on/after July 8, 2022, at 12:01 a.m. Central Time (CT) until August 27, 2022, at 11:59 p.m. CT (the “Entry Period”). No Photo Contest Entries will be accepted after August 27, 2022, at 11:59 p.m. CT.

B. From September 6-11, 2022, the judging panel will select approximately twenty-five (25) Photo Contest Entries as Finalists.

C. Members and visitors to Copart’s official website for the Photo Contest (Copart.com/Rebuild) (the “Contest Site”) may vote for their favorite Finalists beginning September 20, 2022 on/after 12:01 a.m. CT until October 15, 2022 at 11:59 p.m. CT (the “Voting Period”).

D. The (3) prize winners (“Winners”) will be notified on or about October 28, 2022.

{Sponsor may modify the Entry Period or the Voting Period in its sole discretion by posting notice to such effect on the Contest Site.}

2. Photo Contest Theme:

A. Submit six (6) original photo images of a vehicle you fixed, rebuilt, or customized: three (3) photo images must show the vehicle before fixing/rebuilding/customization and three (3) photo images must show the vehicle after fixing/rebuilding/customization. Each image file must be in PNG or JPG format and the total file size of all photos together must be less than 50 MB. You may use photo editing software to create the image files, but you may not digitally or electronically alter, manipulate or enhance the images in such a way as to distort or misrepresent the actual condition of the vehicle (either before or after fixing/rebuilding/customization). Each image file must contain only a single original photo image of the vehicle – you may not submit a collage or otherwise combine multiple photo images in one file. Create a single caption for your six (6) photo images that (i) is 60 words or less, and (ii) is in English. **You must own the vehicle shown in the photos.**

B. If you entered the 2014 Copart Rebuild Video Contest, the 2015 Copart Rebuild Photo Contest, the 2016 Copart Rebuild Photo Contest, the 2017 Copart Rebuild Photo Contest, the 2018 Copart Rebuild Photo Contest, the 2019 Copart Rebuild Photo Contest, the 2020 Copart Rebuild Photo Contest, or the 2021 Copart Rebuild Photo Contest, but did not win a prize in those contest(s), you may enter this Photo Contest using the same vehicle by submitting the required “before” and “after” photo images and descriptive caption.

3. How To Enter the Photo Contest:

A. Go to the Contest Site and use the online Photo Contest entry form to submit your six (6) image files and enter your descriptive caption. **If you are not already a Copart member, you must sign up and obtain a member number at www.Copart.com before you may submit a Photo Contest Entry.** Registering for a Copart guest membership is free.

B. Complete the Photo Contest Entry form with all required information, including your email address, name, Copart member number, VIN number of the vehicle shown in the photos, and the caption described in Rule 2 above. The name and email address must be an exact match for your Member number. If the information does not match, your Photo Contest Entry will be rejected.

C. Follow the instructions to upload your image files and submit your Photo Contest Entry. The complete entry form, descriptive caption, and six (6) image files together constitute your “Photo Contest Entry.” You are responsible for any internet or wireless carrier charges incurred to submit your Photo Contest Entry.

D. Check the box wherein you agree to these Official Rules. **YOUR PHOTO CONTEST ENTRY WILL NOT BE ACCEPTED IF THIS BOX IS NOT CHECKED.**

4. Photo Contest Entry Restrictions- In General: Limit of one (1) Photo Contest Entry per Copart member. If you won the Grand Prize in the 2014 Copart Rebuild Video Contest, the 2015 Copart Rebuild Photo Contest, the 2016 Copart Rebuild Photo Contest, the 2017 Copart Rebuild Photo Contest, the 2018

Copart Rebuild Photo Contest, the 2019 Copart Rebuild Photo Contest, the 2020 Copart Rebuild Photo Contest, or the 2021 Copart Rebuild Photo Contest, you are **not eligible** to enter this Photo Contest. The attempted use of multiple Copart member numbers by the same person or entity for the purpose of circumventing the foregoing limitations will be grounds for immediate disqualification of such person/entity from participating in the Photo Contest.

Receipt of Photo Contest Entries will be acknowledged by Sponsor, but such acknowledgment merely reflects Sponsor's receipt of the Photo Contest Entry. If you do not receive acknowledgment of your Photo Contest Entry by 5 p.m. CT on the next (U.S.) business day after submission, your Photo Contest Entry was not received by Sponsor and, to be entered in the Photo Contest, you must resubmit it as described in Rule 3 above. Entries will be reviewed by Copart for compliance with the Photo Contest guidelines set forth in these Official Rules. Entrants will be notified separately if their Photo Contest Entry has been preliminarily approved by Sponsor. Once submitted, a Photo Contest Entry (including but not limited to the photo image files and descriptive caption) cannot be modified, altered, edited or supplemented by the member. More than one person may assist in the creation of a Photo Contest Entry, but each Photo Contest Entry may be submitted under only one (1) Copart member's account and in all cases the Copart member under whose account the Photo Contest Entry was submitted, as determined by Sponsor in its sole discretion, shall be deemed to be the entrant for all purposes. For the avoidance of doubt, should a Photo Contest Entry created by multiple persons be verified as a prize winner, Sponsor's liability shall be limited to the Copart member deemed by Sponsor to be the entrant and Sponsor shall have no liability to any third party in conjunction with such winning Photo Contest Entry.

5. Photo Contest Entry Restrictions – Content of Entry: A Photo Contest Entry will be deemed void and the entrant submitting same will be automatically disqualified from participating in the Photo Contest if the entrant or any portion of the Photo Contest Entry (including the photo images and descriptive caption) violates any of the following requirements, as determined by Sponsor in its sole discretion:

A. Was the winner of a Grand Prize in the 2014 Copart Rebuild Video Contest, the 2015 Copart Rebuild Photo Contest, the 2016 Copart Rebuild Photo Contest, the 2017 Rebuild Photo Contest, the 2018 Copart Rebuild Photo Contest, the 2019 Copart Rebuild Photo Contest, the 2020 Copart Rebuild Photo Contest, or the 2021 Copart Rebuild Photo Contest.

B. Contains images that have been digitally or electronically altered, manipulated or enhanced in such a way as to distort or misrepresent the actual condition of the vehicle.

C. Violates the trademark, copyright, intellectual property or other rights of any third party. If a third party or its property is included or referenced in a photo

image or descriptive caption, entrant must have secured the written permission of such third party prior to submitting the photos/caption as a Photo Contest Entry.

D. Is inappropriate for publication, offensive, inflammatory, controversial, or obscene (including political speech, hate speech, profanity or pornographic content).

E. Advocates violence, alcohol consumption or drug use or any illegal act (including but not limited to driving while impaired, texting while driving and violations of traffic or other laws).

F. Disparages, reflects poorly upon or adversely affects the goodwill associated with Sponsor and/or its business operations; or includes any references to competitors of Sponsor. (If a vehicle was not purchased from Copart, do NOT identify the party from which the vehicle was purchased.)

G. Is not relevant to the Photo Contest theme as set forth in Rule 2 above.

H. Includes a vehicle that has experienced fire/burn damage.

Should Sponsor determine that a Photo Contest Entry is void and an entrant disqualified, Sponsor expressly disclaims any liability in conjunction therewith.

In addition to voiding a Photo Contest Entry and disqualifying the entrant, Sponsor reserves the right to take such other actions as Sponsor deems necessary and appropriate in its sole discretion so as to protect its rights.

****Each Photo Contest entrant is granted a non-exclusive license to use the Copart name and logo ("Copart Marks") solely for purposes of creating one (1) Photo Contest Entry in accordance with these Official Rules. Such license shall terminate automatically at the end of the Photo Contest (or, if applicable, at such earlier time as such Photo Contest entrant is disqualified by Sponsor). At all times, Sponsor shall retain all ownership rights in and to the Copart Marks. Any use of the Copart Marks other than as expressly set forth herein represents an actionable violation of Sponsor's rights in same.**

6. Entrant's Grant of Rights in Photo Image/Caption: Each Photo Contest entrant grants to Sponsor a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the photo images or descriptive caption portions of the Photo Contest Entry in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to the Photo Contest entrant. Each Photo Contest entrant further waives any "Moral Right of Authors" (*Droit Moral*) in the Photo Contest Entry, including the photo images or descriptive caption portions thereof. Each Photo Contest entrant further agrees, upon Sponsor's request and without compensation, to sign any and all necessary and appropriate documents so as to effect, perfect or record such grant of license rights. Sponsor will have no liability if it generates any material that is arguably similar to that submitted by you and

Sponsor will not have any duty of confidentiality or other fiduciary duty as to Photo Contest Entries.

7. Posting of Finalist Photo Images/Captions: If Sponsor determines, based on its preliminary, non-binding review, that a Photo Contest Entry is eligible for the Photo Contest, the photo image and descriptive caption portions of the Photo Contest Entry will be provided to Sponsor's expert judging panel as per Rule 8. For the avoidance of doubt, all Photo Contest Entries that Sponsor preliminarily determines are eligible will be included in the judging, but only the Finalists will be posted on the Contest Site and eligible for public voting beginning on September 20, 2022 as per Rule 1 above; provided, however, that Sponsor reserves the right to remove any Photo Contest Entry from the Contest Site in the event that Sponsor later determines that such Photo Contest Entry violates these Official Rules and all votes cast for such Photo Contest Entry shall be automatically deemed null and void, with Sponsor having no liability to Photo Contest entrant or any third party with regard to same.

Each Photo Contest entrant agrees that (a) the photo images and/or descriptive caption as posted for the Voting Period may differ from the Photo Contest Entry as submitted by the entrant due to technological, programming or other limitations, malfunctions or errors; (b) the photo images and/or descriptive caption may be posted in any format, order, sequence or pattern and such format/order/sequence/pattern may be varied by Sponsor one (1) or more times; and (c) the photo images and/or descriptive caption in all cases will be attributed to the entrant by the applicable Copart member's first name.

POSTED PHOTO CONTEST ENTRIES (INCLUDING CAPTION) REPRESENT SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE ENTRANT AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. EXCEPT AS EXPRESSLY DESCRIBED HEREIN, SPONSOR WILL NOT EDIT PHOTO IMAGES OR CAPTIONS PRIOR TO POSTING THEM ON THE CONTEST SITE IN CONJUNCTION WITH ADMINISTRATION OF THE PHOTO CONTEST.

8. Determination of Photo Contest Winners:

A. Judging. Sponsor's expert judging panel will review all eligible Photo Contest Entries based on the following criteria: (a) effectively expresses the Photo Contest theme; (b) overall quality and fabrication skill; and (c) effort, creativity and originality. The top twenty five (25) Photo Contest Entries, as determined by the judging panel, are "Finalists"; however, should the judging panel select fewer or more than twenty five (25) Photo Contest Entries as Finalists, Sponsor shall not have any liability of any kind.

B. Voting. During the Voting Period, Copart members and visitors to the Contest Site will be able to vote for their favorite Finalist. Voters may cast only one (1) vote per day during the Voting Period. Employees of Sponsor and any of Sponsor's affiliates who are involved in the development, production or

administration of the Photo Contest are **not** permitted to vote. All Finalists will be ranked based on the total number of votes received during the Voting Period. The Finalists with the three (3) highest vote totals at the end of the Voting Period will win the following prizes: (a) Highest Number of Votes: Grand Prize Winner; (b) Second Highest Number of Votes: Second Prize Winner; and (c) Third Highest Number of Votes: Third Prize Winner. During the Voting Period, Sponsor may post a leaderboard on the Contest Site ranking Finalists based on the number of votes received. If applicable, such leaderboards are intended solely for informational purposes, may not be current at all times and are not binding upon Sponsor in any way. For the avoidance of doubt, a Finalist may not be a prize winner even if the last leaderboard of the Photo Contest indicates that such Finalist is ranked first among the top three (3) Finalists. In the event of a tie, Sponsor's expert judging panel will select the winner(s) from among the tied Finalists using the judging criteria set forth in Rule 8A.

9. Photo Contest Prizes:

A. Prizes.

One (1) Grand Prize – \$7,500 cash

One (1) Second Prize– \$2,500 cash

One (1) Third Prize – \$1,000 cash

B. Additional Prize Terms. Limit of one (1) prize per family/household in the Photo Contest. Prizes will be awarded in the form of a check; however, Sponsor reserves the right to award prize as an electronic transfer of funds to winner by providing notice to such effect. All unspecified expenses in conjunction with prize acceptance/use and all taxes on prize are winner's sole responsibility. Each prize winner will be issued an IRS 1099 Tax Form reflecting Sponsor's award of prize, and each prize winner agrees to cooperate fully with Sponsor so as to facilitate Sponsor's compliance with all legally mandated governmental tax reporting requirements (including provision of Social Security Number or Tax Identification Number as per applicable law). No prize substitution. No prize transfer without the express written consent of Sponsor which may be granted or withheld in its sole discretion.

10. Photo Contest Winner Notification: Potential Photo Contest prize winners will be notified by e-mail and will be required to complete, sign and return an affidavit of eligibility, a liability release, a publicity release (where lawful) and such other documentation as Sponsor may reasonably request (e.g., additional documentation granting rights in photo images and descriptive caption to Sponsor, if requested by Sponsor) within five (5) business days of notification. In the event of noncompliance with this requirement or if a given potential winner of any prize cannot be contacted, is ineligible or is otherwise not in compliance with these Official Rules, such winner will be disqualified and an alternate potential winner selected as per Rule 8 above.

11. 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 Photo Contest are **not** eligible to enter the Photo 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 Photo 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. Sponsor is not responsible for Photo Contest Entries/photos/captions/votes that are lost, late, illegible/garbled, corrupted, misdirected, defective, inaccessible, compromised, incomplete or damaged and all such Photo Contest Entries/photos/captions/votes 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 Photo Contest Entries/photos/captions/votes, communications line failure, theft or destruction or unauthorized access to, or alteration of, Photo Contest Entries/photos/captions/votes; 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 data/information contained therein) related to participation in the Photo Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering (or attempting to tamper) with the Photo Contest entry process, or the operation of the Photo Contest (including but not limited to the public voting element of the Photo Contest; e.g., use of a device/artifice to seek to manipulate the voting) or to be acting in violation of the Official Rules. Sponsor may also take any other remedial action that it deems appropriate under the circumstances (e.g., discounting of votes) should Sponsor determine that the integrity of the public vote has been undermined or impugned. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights.**

C. By accepting a prize in the Photo Contest, except where prohibited by law, the winner agrees to the use of his/her name, likeness, voice, photograph and/or other indicia of persona for advertising/publicity/trade purposes by Sponsor and its designees without further compensation or notice. **By participating, each**

Photo Contest entrant indemnifies, releases and agrees to hold harmless Copart, Inc., 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 Photo Contest, Photo Contest-related activity and/or acceptance, receipt, possession or use/misuse of a prize.

D. If, for any reason, the Photo Contest (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, pandemic/epidemic, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation, or any other cause beyond the control of Sponsor which, in its sole opinion, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Photo Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Photo Contest and conduct the Photo Contest and award the prizes for the Photo Contest in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Contest Site.

12. DISPUTE RESOLUTION/GOVERNING LAW: To the fullest extent permitted by law, by participating in the Photo Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or Copart, Inc. shall be filed in the courts in the County of Dallas, State of Texas, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action (and expressly waive any right of change of venue, *forum non conveniens* or any like right); (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Copart, Inc., shall be resolved individually, without resort to any form of class action, (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in the Photo Contest but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), 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 any entrant and/or Copart, Inc., shall be governed by and construed in accordance with the laws of the State of Texas without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of Texas or of any other jurisdiction.

13. PRIVACY NOTICE: Any information provided to Sponsor by persons in conjunction with the Photo Contest will be used solely for purposes of contest administration, as described in these Official Rules, and as otherwise in accordance with Sponsor's privacy policy. The privacy policy is accessible via www.copart.com.

14. WINNERS LIST: A list of Photo Contest winners will be available after November 15, 2022. To obtain a list of winners, send a self-addressed, stamped envelope to Copart, Inc., Attn: Marketing Department/2022 Rebuild Photo Contest, at the address set forth below.

Sponsor: Copart, Inc., 14185 Dallas Parkway, Suite 1500, Dallas, TX 75254