

OTC Challenge: Beat The Flat Rate

Official Rules

PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE PARTICIPATING IN THE SWEEPSTAKES (AS DEFINED BELOW).

THESE OFFICIAL RULES INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THESE OFFICIAL RULES, THE SWEEPSTAKES, AN ENTRY, OR OTHERWISE WITH SPONSOR (AS DEFINED BELOW) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT OR BEFORE A JURY. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, THE "ALTERNATIVE DISPUTE RESOLUTION AGREEMENT" SECTION BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THAT SECTION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

SWEEPSTAKES PERIOD: The OTC Challenge: Beat The Flat Rate (the "Sweepstakes") commences **August 19, 2024, at 12am Eastern Time (ET), and ends December 31, 2024**] (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to individuals who, as of the entry date, are (a) legal residents of the fifty (50) United States and the District of Columbia (excluding every national, state, local or other jurisdiction in which it is prohibited or restricted by any law, statute, regulation or other appropriate authority, and in particular Florida, New York, Rhode Island, Puerto Rico, U.S. Virgin Islands, U.S. territories, and U.S. military installations in a foreign country), and (b) the greater of eighteen (18) years old or have reached the age of majority in the jurisdiction where the individual resides. Employees of Bosch Automotive Service Solutions, LLC ("Sponsor") and their immediate family members (parents, children, siblings or spouse, regardless of where they live) or person living in the same household (whether related or not) and its affiliates, advertising and promotion agencies are not eligible to participate. The Sweepstakes is subject to all applicable federal, state, municipal and local laws and regulations. This Sweepstakes is void where prohibited or restricted by law.

HOW TO ENTER:

During the Sweepstakes Period, you may enter this Sweepstakes by using one of the following means of entry set forth below. Each entry shall be considered an "Entry" under this Sweepstakes and all such entries shall together constitute "Entries" under this Sweepstakes.

Registration: Before submitting any Entries, you must register an account (an "Entrant Account") to participate in the Sweepstakes. In order to register an Entrant Account, an entrant must visit www.otctools.com/otc-challenge ("Website") during the Sweepstakes Period and complete the registration process. You will be asked to provide information in order to complete your Entrant Account registration, including your email address. You must click the submit button in order to be entered into the Sweepstakes.

Any attempts by an entrant to submit more than one (1) Entry per person per email account during the Entry Period will result in such entrant being disqualified. Each Entry will be deemed submitted by the Authorized Account Holder (as defined below) of the email address associated with the Entrant Account the Entry was submitted under. The maximum number of entries any entrant can have is one (1).

DRAWING: One (1) winner will be selected in a random drawing from all eligible Entries received during the Sweepstakes Period. Drawing will be held on or near January 6, 2025. The drawing will be conducted by a Sponsor representative, whose decisions shall be final and binding on all matters relating to the sweepstakes. Sponsor will notify the winner via email. The odds of winning are dependent upon the total number of entries received.

PRIZES: One (1) prize will be awarded to one winner:

1. List prize(s) and the retail value

The winner will receive 3 tools, one (1) 4512 | 8 PC SNAP RING PLIERS SET, one (1) 4579 | SET, 9-WAY SLIDE HAMMER and one (1) 5950A | CRIMPRO 4 IN 1 ANGLED WIRE TOOL

Total Approximate Retail Value ("ARV"): The total ARV of all prizes will vary depending on the selections made by the grand prize winner in selecting their "OTC Challenge Prize." Based on the possible selections in customizing a "OTC Challenge Prize," maximum ARV for the grand prize is \$280 ARV at the time the rules were printed, and the value of the OTC Challenge Prize may fluctuate.

Approximate retail value is at the time the rules were printed, and the value of the prize may fluctuate. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value, including cash, if a prize is not available for any reason as determined by Sponsor in its sole discretion. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, receipt and use except for transportation costs to ship the prize to the winner.

For the avoidance of doubt, all eligible entries that comply with these Official Rules will be entered into the Sweepstakes and such entries will not be judged, but only used as a method of entry into the random drawings specified herein. All eligible respondents with a proper entry under these Official Rules will be entered into random drawings to receive the prizes above. All improperly completed entries will not be entered into the random drawings to win the prizes listed herein and will not be returned.

PRIZE CONDITIONS: Potential winners may be required to produce proof of identity, address, and birth date, and may be required to execute and return certain winner documents (as applicable), including an affidavit of eligibility, a liability and publicity release, IRS Form W-9, and tax acknowledgment form. If a potential winner cannot be contacted, is a bot, is ineligible, fails to claim the Prize, or fails to return the required documents within fourteen (14) days or by the deadline

specified in any prize-related documents, the prize may, in our sole discretion, be forfeited and/or awarded randomly to an alternate winner. We are not responsible for the safe arrival of any notification, confirmation thereof, or other correspondence. Except where legally prohibited, potential winners grant (and agree to confirm in writing) permission for the Sponsor to use his/her name, likeness, biographical information, voice and other indicia of persona in advertising/trade/promotional/publicity materials worldwide without notice or additional compensation. Prizes will be shipped to the potential winners within six (6) to twelve (12) weeks of Sponsor's receipt of the winner's required documents. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for entrants. All entries submitted become the sole property of Sponsor and will not be returned.

THE PRIZE: The potential prize winner will be notified via email to the email address registered with the potential prize winner's Entrant Account on or around January 10, 2025. The drawing will be conducted by Sponsor whose decisions on all matters relating to the Sweepstakes shall be final and binding in all respects. The potential winner is subject to verification of eligibility and compliance with these Official Rules. Before being declared the verified OTC Challenge: Beat The Flat Rate Prize winner, the potential OTC Challenge: Beat The Flat Rate Prize winner may be required to complete, sign, and return an Affidavit of Eligibility/Liability & Publicity Release (where legal), a tax acknowledgement form and a statement of the address to which the Prize would be sent (P.O. Boxes are not permitted) (collectively, the "Affidavit") within fourteen (14) calendar days from the date it is postmarked as being e-mailed to the potential winner by the Sponsor. If the potential winner is found to be ineligible or not in compliance with these Official Rules or declines to accept the OTC Challenge Prize, Sponsor is unable to contact the potential winner, or the OTC Challenge Prize notification or any OTC Challenge Prize component is returned undeliverable, the OTC Challenge Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate prize winner. If the Sponsor wishes to select an alternative potential grand prize winner, it will select this alternative potential grand prize winner at random from the pool of remaining eligible Entries received for the Sweepstakes Period. Upon verification of eligibility, the OTC Challenge Prize will be mailed to the winner at the physical address provided in their Affidavit. Please allow six (6) to twelve (12) weeks for delivery. The Sweepstakes Entities shall not be held responsible for any delays in providing the OTC Challenge Prize for any reason. If, after a good-faith attempt, Sponsor is unable to provide or deliver the OTC Challenge Prize, the OTC Challenge Prize may not be awarded. OTC Challenge Prize is not transferable. OTC Challenge Prize will only be provided to the verified winner.

Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has entered or attempted to enter more than once using multiple e-mail addresses, multiple identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant may be ineligible to win the Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant will, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the Authorized Account Holder of the e-mail address registered to the Instagram account of the winning Entry will be declared the winner. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes 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.

PRIVACY: Information collected from the entrants is subject to Sponsor's privacy policy. Due to U.S. state and federal tax requirements, a W-9 must be obtained by Sponsor from all prize winners. Entrants can obtain more information about how Sponsor collects, uses, discloses and safeguards entrants' personal information by reviewing Sponsor's full privacy policy found at <https://www.otctools.com/about/privacy-policy>.

Information received from entrants may also be used by Sponsor to e-mail entrants information regarding product offers, promotions and special events, but only in the event that entrants expressly, knowingly, and affirmatively agree to be so contacted. Entrants may opt-out of commercial electronic marketing at any time by privacy.policy@us.bosch.com

THIRD-PARTY PLATFORMS: The Sponsor or its agent may utilize third-party websites, apps, or platforms to promote the Sweepstakes. The Sweepstakes is not sponsored, endorsed, administered by, or associated with such third parties. By entering the Sweepstakes, you agree to release such third party from any and all claims associated with the Sweepstakes.

GENERAL: By participating, entrants agree: (a) to be bound by and accept these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects; and (b) to forever and irrevocably release and hold harmless Sponsor, its subsidiaries, divisions and affiliates, and their respective agents, affiliates, employees, officers, directors, and shareholders from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in this promotion and/or entrant's award, receipt or use of any prize awarded in this promotion. Sponsor makes no warranty, representation or guarantee on the prizes. If, for any reason, this promotion is not able to be conducted as planned, including, but not limited to, tampering, unauthorized intervention, fraud or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness or integrity or proper conduct of the promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and to draw winner(s) from all eligible entries received as of the date of termination.

Sponsor will report all prize winnings to the appropriate state and federal agencies as required by applicable law. Winners are responsible for all other associated costs in connection with the prize, including tax consequences (if any). If applicable, a winner will be issued an IRS Form 1099 for the value of the prize. Each winner agrees to permit us to use his/her name and likeness in promotional and our other materials, without additional compensation or permission, except where prohibited by law

LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree the Sponsor and its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Sweepstakes-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost,

misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winners in a manner it deems fair and reasonable. Notice of such cancellation, termination, or modification of the Sweepstakes shall be posted at the Website. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity, intellectual property or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize (or any component thereof); (e) change in the prize (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, any Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), BEYOND THE CUSTOMARY WARRANTY PROVIDED WHEN THE PRIZE (OR PRIZE COMPONENTS) IS SOLD AT RETAIL. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties; therefore some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

APPLICABLE LAW AND FORUM: These Official Rules shall be construed and enforced in accordance with the laws of the State of Michigan, notwithstanding any conflict-of-law provisions that would require application of another choice of law. If the ADR Agreement (defined below) is found to be unenforceable, the Parties (as defined below) consent to exclusive jurisdiction in the

state or federal courts of Michigan, with venue in the County of Oakland for state court and the Eastern District of Michigan for federal court, for resolving any and all disputes arising out of or relating to these Official Rules or any aspect of the relationship between the Parties.

SEVERABILITY: If any provision of these Official Rules is held to be invalid or unenforceable under applicable law, including, but not limited to, the arbitration agreement contained herein, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Rules.

WINNERS' LIST: To request a list of winners, send a self-addressed postage-stamped envelope by September 1, 2025, to Bosch Automotive Service Solutions LLC., OTC Challenge: Beat The Flat Rate 2024 – Winners' List Request, 15000 Haggerty Road, Plymouth, MI 48170.

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (“ADR Agreement”):

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

Arbitration: YOU AND BOSCH AUTOMOTIVE SERVICE SOLUTIONS LLC (COLLECTIVELY, THE “PARTIES”) AGREE THAT TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN THE PARTIES (OR THEIR REPRESENTATIVES, SUCCESSORS, OR INSURERS) WILL BE RESOLVED ON AN INDIVIDUAL BASIS IN ARBITRATION AS SET FORTH BELOW. This agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to: (i) claims arising out of or relating to the Official Rules (including the interpretation, breach, enforcement, termination, or validity), (ii) claims arising out of or relating to any Bosch product’s condition, characteristics, or performance, and (iii) claims arising out of or relating to any aspect of the relationship between the Parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. **This means that the Parties are each waiving the right to a trial by jury or to participate in a class action; instead, the Parties’ claims will be heard and decided by a neutral arbitrator.** Each of the Parties has the right to apply solely and exclusively to the state or federal courts of Michigan, with venue in the County of Oakland for state court and the Eastern District of Michigan for federal court, for interim relief necessary to preserve the Party’s rights, including pre-arbitration injunctions, and such request will not be deemed incompatible with, or a waiver of, this ADR Agreement. For purposes of interim relief and confirmation or challenge of any award, you and Bosch consent to exclusive jurisdiction in the state or federal courts of Michigan, with venue in the County of Oakland for state court and the Eastern District of Michigan for federal court. As an exception to the agreement to arbitrate, you may pursue an individual claim in small claims court in your county of residence (if in the United States) or in Oakland County, MI if the amount of your claim does not exceed the applicable small claims court limitation. In such case, the rules and limitations of the small claims court will apply.

Waiver of Class Action: THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless the Parties agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. If this waiver provision is deemed unenforceable, the Parties agree that the entirety of this ADR Agreement will be null and void.

Rules and Governing Law: The arbitration will be administered by the American Arbitration Association (“AAA”) and will be conducted by a single arbitrator appointed by the AAA pursuant to AAA’s Commercial Arbitration Rules and its Supplementary Procedures for Consumer Related Disputes (“AAA Rules”) then in effect, except as modified by this ADR Agreement.

The Parties agree that the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this ADR Agreement, including any claim that all or any part of this ADR Agreement is void or voidable. The arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether the ADR Agreement or more general terms and conditions are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

The Parties agree and acknowledge that this ADR Agreement evidences a transaction involving interstate or international commerce and that the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, et seq., will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the Parties that the FAA and AAA Rules will preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this ADR Agreement or the enforcement thereof, then that issue will be resolved under the laws of the State of Michigan, without regard to its choice-of-law provisions.

Arbitration Process: A Party who desires to initiate arbitration must provide the other Party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1800-778-7879). The Demand for Arbitration to Bosch Automotive Service Solutions LLC should be addressed to: Legal Counsel – MA at 38000 Hills Tech Drive, Farmington Hills, MI 48331. Unless the Parties agree otherwise, the place of arbitration will be at the nearest AAA facility to your residence. Your arbitration filing fees will never exceed the consumer limit set by AAA, and may be waivable under applicable law. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of briefing that the Parties submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the Parties, consistent with the expedited nature of the arbitration and the size and scope of any possible award.

Arbitrator’s Decision: The arbitrator’s decision will be final and binding on the Parties. Unless the Parties agree otherwise, the arbitrator will provide a reasoned written opinion supporting the decision. The arbitrator’s decision and judgment thereon will have no precedential or collateral estoppel effect. The Parties will each be responsible for their own attorney fees, unless prohibited by law or the arbitrator otherwise finds the claims or defenses to have been harassing or made in bad faith.

The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The arbitrator will not award consequential damages, and, to the extent permitted by law, any award will be limited to monetary damages and will include no equitable relief, injunction, or direction to any party other than the direction to pay a monetary amount. Judgment on the award rendered by the arbitrator will be binding and final, and may be entered in the state or federal courts of Michigan, with venue in the County of Oakland for state court and the Eastern District of Michigan for federal court. Except as may be required by law, neither the Parties, the Parties’ counsel nor the arbitrator may disclose the existence, content, or results of any arbitration under this ADR Agreement without the prior written consent of both Parties.

Opt-Out: IF YOU DO NOT WISH TO BE BOUND BY THIS ADR AGREEMENT, THEN YOU MUST NOTIFY BOSCH AUTOMOTIVE SERVICE SOLUTIONS LLC IN WRITING WITHIN 60 DAYS OF THE DATE THAT YOU SUBMITTED YOUR EARLIEST ENTRY INTO THE SWEEPSTAKES.

Your written notification must include your name, address, the date you submitted your sweepstakes entry, and a clear statement that you wish to opt out of the ADR Agreement. You must mail the notification to Bosch Automotive Service Solutions LLC at 38000 Hills Tech Drive, Farmington Hills, MI 48331 and title the notification as “OTC Challenge: Beat The Flat Rate 2024.” Any opt-out postmarked more than 60 days after you acquired the Bosch product will not be valid.

Please retain a copy of the opt-out notice for your records. Exercising this opt-out right will not affect your ability to enter the Sweepstakes, or the applicability of the Official Rules.

SPONSOR: Bosch Automotive Service Solutions LLC