

eBay Renew Your Ride Terms and Conditions

These Terms and Conditions govern the eBay Renew Your Ride Program (the “**Program**”) offered by eBay, Inc. (“**eBay**”).

PLEASE READ THESE TERMS AND CONDITIONS AND THE RELATED EBAY USER AGREEMENT LOCATED AT <https://www.ebay.com/help/policies/member-behaviour-policies/user-agreement?id=4259> AND THE EBAY PRIVACY POLICY LOCATED AT <https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260> (BOTH OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE) BEFORE PARTICIPATING IN THE PROGRAM.

BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER INCLUDED IN THE USER AGREEMENT, WHICH AFFECTS HOW DISPUTES WITH EBAY ARE RESOLVED.

1. THE PROGRAM

The Program offers eligible participants at certain locations (each, a “**Location**”) on the dates which the Location is open to the public (the “**Program Period**”) the opportunity to have a diagnostic review of an “**Eligible Vehicle**” (as defined below) owned or leased by the participant. The Program is offered on a first come first served basis.

There are two ways to participate in the Program:

- a. **By Making a Reservation.** To participate in the Program, eligible participants can complete a reservation (each, a “**Reservation**”) through the website [ebay.com/renewyourride](https://www.ebay.com/renewyourride) (the “**Program Website**”). To make a Reservation, eligible participants must access the Program Website and view available dates and times at the Location. eBay makes no guarantee about the quantity of Reservations available. **Limit one (1) Reservation per eligible participant.** During the Reservation, a mechanic at the Location will conduct a diagnostic assessment of the Eligible Vehicle.
- b. **Same Day Availability.** On dates designated by eBay, eligible participants can attend the Location and wait for a diagnostic appointment. Each day during the Program, eBay will make a limited number of same day appointments available. eBay will use reasonable efforts to offer up to seven same day appointments available, but eBay makes no guarantee about the quantity of the appointments available.

During the diagnostic appointment, a mechanic or on-site car experts at the Location will conduct a review of each participant’s Eligible Vehicle and make recommendations about potential modifications that a participant could make to the Eligible Vehicle based on that review. At the end of the appointment, each participant will have the opportunity to review Guaranteed Fit parts or other eBay Motors parts and accessories offered for sale on eBay for their Eligible Vehicle. Each participant will receive up to Two Hundred Dollars (\$200.00) (the “**Voucher**”) to use towards the purchase of a Guaranteed Fit part or other eBay Motors parts and accessories for their Eligible Vehicle while at the Location. eBay does not guarantee the availability of any parts compatible with any participant’s Eligible Vehicle and for some participants, there may not be any Guaranteed Fit parts or other eBay Motors parts and accessories available for sale on the eBay service.

If a participant elects to purchase a Guaranteed Fit part or other eBay Motors parts and accessories for the participant's Eligible Vehicle while at the Location, the Voucher will be applied to the sale. If the price of the Guaranteed Fit part exceeds the Voucher, the participant will be required to pay the difference between the price and the Voucher amount to complete the purchase. If the Guaranteed Fit part is less than the Voucher, the participant will not receive the difference between the price and the Voucher.

The Voucher has no cash value and is not redeemable for cash. The Voucher is non-assignable and non-transferrable. The Voucher must be used by each participant while at the Location or the participant will forfeit the Voucher. Any Guaranteed Fit parts purchased using a Voucher are not returnable for cash.

2. ELIGIBILITY

The Program is open to legal residents of the Fifty (50) United States and the District of Columbia who: (i) are eighteen (18) years of age or older; (ii) have an eBay account in good standing (if a participant does not have an eBay account, the participant can create one for free on site); and (iii) are physically present at the Location at the Reservation time with an Eligible Vehicle.

The following vehicles are "**Eligible Vehicles**" for the Program: all vehicles excluding the following types of vehicles: motorcycles, off-roading vehicles such as ATVs or side-by-sides, large trucks or vehicles larger than the bays, any vehicles deemed ineligible on site. eBay will determine whether a vehicle meets the eligibility requirements set forth herein in its sole discretion.

3. APPEARANCE RELEASE

By participating in the Program, each participant irrevocably grants eBay and its respective successors, assigns and licensees, the right to use such participant's name, photograph, social media tag, likeness, statements, biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, to advertise, market, and promotion of eBay, on or in connection with the Program or other promotions, and each participant hereby releases the "Released Parties" (as defined below) from any liability with respect thereto. Without limiting the generality of the foregoing, each entrant hereby grants eBay and its agents or designees the right to film, photograph, record and edit his or her appearance during all Program-related activities (collectively, the "**Appearance**") and the right, but not the obligation, to use such Appearance in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation.

Each participant hereby acknowledges and agrees that the Appearance shall be deemed a work-made-for-hire for eBay, and therefore, eBay shall be the author and copyright owner thereof for all purposes throughout the universe. If the foregoing does not operate to fully vest in eBay any or all of the rights in the Appearance, entrant hereby irrevocably grants, transfers, sells and assigns to eBay, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights and any and all other ownership and exploitation rights now or hereafter recognized in any territory) in and to the Appearance for exploitation throughout the universe, in perpetuity, by and in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation. eBay shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which eBay deems necessary or desirable. Each participant hereby irrevocably waives any and all so-called moral rights he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Released Parties as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Released Parties from any and all claims,

demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights.

4. CHANGES

eBay may modify any of these Terms and Conditions at any time. If eBay amends these Terms and Conditions, it will revise the “last updated” date located at the top of these Terms and Conditions. For changes to these Terms and Conditions that eBay considers to be material, eBay may place a notice on its website by revising the link on the home page to read substantially as “Updated Program Terms and Conditions” for an amount of time that eBay determines to be appropriate in its discretion. If you continue to participate in the Program in any other way after these Terms and Conditions have been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these Terms and Conditions will be available at: ebay.com/renewyourride and available at the Location and will supersede all previous versions of these Terms and Conditions.

The Program is scheduled to begin on May 27, 2023 and to end on May 29, 2023. eBay may, in its sole discretion, modify or terminate the Program, in whole or in part, at any time, with or without notice at any time and for any reason or no reason at all.

5. LIMITATION OF LIABILITY

This Program is provided on an “AS IS” basis and without warranty, guarantee or representation of any kind, expressed or implied, including without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. eBay, Daniel J. Edelman, Inc., and each of their respective parents, subsidiaries and affiliated companies, each of their successors, assigns and licensees, and each of their respective officers, directors, employees and members (all such persons and entities collectively referred to herein as, the “**Released Parties**”) are not responsible for any assurances, guarantees, representations or warranties made or implied by any parties associated with or involved in this Program. By participating in the Program, each participant accepts all responsibility for, and hereby indemnifies and holds harmless the Released Parties, from and against any claims that may arise from actions taken by such participant.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF EBAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU. BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM MORE THAN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. AFTER SUCH ONE (1) YEAR PERIOD, THE ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE AFFECTED CLAIM OR ACTION IS BASED SHALL BE DEEMED INCONTESTABLE.

6. PROGRAM DISRUPTIONS

The Released Parties are not responsible for lost, interrupted, inaccessible or unavailable Program benefits, networks, servers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled,

delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Program is not capable of running as planned, including, due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of eBay which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program, in whole or in part, eBay reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Program or otherwise respond to the circumstances as eBay deems appropriate. In the event eBay is prevented from continuing with the Program, in whole or in part, as originally contemplated by any event beyond its control, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within eBay's control (each a "**Force Majeure**" event or occurrence), eBay shall have the right to modify, suspend, or terminate the Program, in whole or in part.

7. DISPUTE RESOLUTION

THE EBAY USER AGREEMENT THAT IS INCORPORATED INTO THESE PROGRAM TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH ARE APPLICABLE TO ALL PARTICIPANTS IN THE PROGRAM.

8. MISCELLANEOUS

Notwithstanding any other provision of these Terms and Conditions, in the event there is a direct conflict between these Terms and Conditions and either the eBay User Agreement or Privacy Policy, these Terms and Conditions will prevail, govern and control as to the Program. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect. Each Program participant agrees to indemnify and hold eBay harmless from and against any claim, damage, loss or liability (including attorney's fees) arising out or resulting from such participant's negligent, reckless or intentional misconduct while participating in the Program or any Property exchanged in the Program.

9. CUSTOMER SERVICE

For any additional questions, you may contact eBay's customer service at: renewyourride@ebay.com or contact an eBay representative at the Location.

10. OUR DETAILS

Email: renewyourride@ebay.com