

**2016 CRASHEDTOYS CUSTOM BIKE SHOW
(the “Contest”)**

Official Rules

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

By participating in the Contest, you agree to these Official Rules and the decisions of the Sponsor (as defined below), which are final and binding in all respects and are not subject to appeal.

Eligibility: The Contest is open only to legal residents of the fifty (50) United States who are eighteen (18) years of age or older. IF YOU ARE NOT A LEGAL RESIDENT OF THE UNITED STATES, DO NOT ATTEMPT TO ENTER THE CONTEST, AS IT IS NOT INTENDED FOR YOU.

Employees, officers and directors (and their immediate families) of Copart, Inc., (“Copart” or “Sponsor”), its subsidiaries (including Dallas Copart Salvage Auto Auctions Limited Partnership d/b/a CrashedToys), affiliates, marketing/advertising/promotion agencies, and any other entities involved in the development, production or administration of the Contest are **not** eligible. (Immediate families refers to parents, children, siblings and spouse, whether in the same household or not.) **Void where prohibited by law.**

Contest Theme: You may enter any motorcycle you fixed, rebuilt or customized by sending an email as described below under “How to Enter” (a “Contest Entry”). For purposes of the Contest, “motorcycle” means any two (2)- or three (3)- wheeled vehicle that is classified as a motorcycle by the Texas Department of Motor Vehicles¹, including 2-cylinder, 4-cylinder, 8-cylinder and single cylinder motorcycles and trikes. Any motorcycle included in a Contest Entry must be operational, as determined by Sponsor, in its sole discretion. **You must own the motorcycle(s) entered in the Contest under your name. Sponsor reserves the right, at its sole discretion, to require verification of ownership in a form acceptable to Sponsor.**

Contest Entries may be entered in one (1) (and only one (1)) of the following categories (each, an “Entry Category”):

- 1. Unlimited** - Open class for any build with a motorcycle based drive train.

¹ *This promotion and these Official Rules have not been reviewed, approved or endorsed by the Texas Department of Motor Vehicles or any other federal, state or local government agency, and no such review, approval or endorsement is intended or implied by Sponsor.*

2. **Street Class Metric** – Open class for any metric build with a motorcycle based drive train, OEM driveline with stock frame. No reproduction engines allowed.
3. **Street Class Harley-Davidson®²** - Must have a Harley-Davidson® OEM engine and frame. Neck may NOT be cut to rake or stretch frame. Touring models, Softails®, Dynas, FXRs, Sportsters® and V-Rods® qualify for this class. Includes OEM cases.
4. **Street Class Sportbike** – Must have factory sportbike class engine cases and frame, wide tire kits are acceptable.

You may enter more than one (1) motorcycle in the same or different Entry Categories provided that each motorcycle is entered separately in compliance with these Official Rules and subject to a maximum of three (3) motorcycles per entrant regardless of Entry Category.

Entry Period: Contest Entries will be accepted beginning on/after April 15, 2016 at 12:01 a.m. Central Time (CT), until April 23, 2016 at 11:00 a.m. CT. No Contest Entries will be accepted after April 23, 2016, at 11:00 a.m. CT. Once submitted, Contest Entries cannot be modified, altered, edited or supplemented. Winners of the Contest will be finally determined by a panel of judges (the “Judging Phase”) during a live bike show to be conducted on April 23, 2016, beginning at approximately 12:00 p.m. (noon) CT, at Sponsor’s CrashedToys facility located at 7777 John W. Carpenter Freeway, Dallas, TX 75247 (“CrashedToys of Dallas”). Directions to CrashedToys of Dallas and additional instructions regarding participation in the Contest are available at www.crashedtoys.com (which instructions are incorporated into these Official Rules by this reference).

How to Enter:

A. **Initial Submission Via Email:** The Contest Entry must be submitted by email to bikeshow@crashedtoys.com.

The following information must be included in the text of the email containing your Contest Entry: your name, email address, mailing address, date of birth, and daytime telephone number, and a brief description of the motorcycle(s) you wish to enter in the Contest. You must also identify the one (1) Entry Category in which you wish to submit your Contest Entry. If you wish to submit more than one (1) motorcycle, you must state that in the email and identify the Entry Category for each motorcycle.

Joint, group or “team” entries are prohibited. More than one person may assist in the creation of a Contest Entry, but each Contest Entry may be submitted under only one person’s name and in all cases the person under whose email account the Contest Entry was submitted, as determined by Sponsor in its sole discretion, shall be deemed

² *This promotion is in no way sponsored, endorsed or administered by, or associated with any third party, including Harley-Davidson, Inc. or any other manufacturer of motorcycles or motorcycle parts or accessories.*

to be the entrant for all purposes. For the avoidance of doubt, should a Contest Entry created by multiple persons be verified as a prize winner, Sponsor's liability shall be limited to the person deemed by Sponsor to be the entrant and Sponsor shall have no liability to any third party in conjunction with such winning Contest Entry. Receipt of entries may be acknowledged by Sponsor; but, any such acknowledgment merely reflects Sponsor's receipt of entry and is not otherwise binding upon Sponsor.

Contest Entries that do not comply with these Official Rules will not be accepted. This includes, but is not limited to, Contest Entries that do not contain the identifying information requested in the text of the email, do not specify an Entry Category, specify more than one (1) Entry Category for the same motorcycle, or contain extraneous material other than the information requested. If Sponsor, in its sole discretion, determines that a Contest Entry has been submitted to the wrong Entry Category (but is otherwise qualified for the Unlimited category), Sponsor may in its sole discretion redesignate the Contest Entry to the Unlimited category.

In addition, a Contest Entry will be deemed void and entrant submitting same disqualified if it violates any of the following requirements, as determined by Sponsor in its sole discretion: (i) violates the trademark, copyright, intellectual property or other rights of any third party; (ii) is inappropriate for publication, offensive or obscene (including hate speech, profanity or pornographic content); (iii) advocates violence, alcohol consumption or drug use or any illegal act (including but not limited to driving while impaired and violation of traffic or other laws); (iv) disparages, reflects poorly upon or adversely affects the goodwill associated with Sponsor, CrashedToys and/or their respective business operations, or includes any references to competitors of Sponsor or CrashedToys; or (v) is not relevant to the Contest theme as described in these Official Rules.

Should Sponsor determine that a Contest Entry is void and an entrant disqualified, Sponsor expressly disclaims any liability in conjunction therewith. Without limiting the foregoing, Sponsor may – but is under no obligation to – allow an entrant who submits a violative Contest Entry to correct the deficiencies in same and to resubmit the Contest Entry to the Contest, time permitting.

All Contest Entries become the sole property of Sponsor and will not be returned.

B. Judging Phase. All Contest Entries that are timely submitted and otherwise comply with these Official Rules are eligible to participate in the Judging Phase. Only Contest entrants who are present with their motorcycles at the live bike show on April 23, 2016 at CrashedToys of Dallas for the Judging Phase will be eligible to win a prize in the Contest. The motorcycle presented at the Judging Phase must be the same motorcycle as described in the Contest Entry; any attempt by a Contest entrant to circumvent this requirement (as determined by Sponsor in its sole discretion) will result in disqualification of the Contest entrant. Contest entrants are solely responsible for all costs associated with transporting their motorcycles to and from CrashedToys of Dallas for the live bike show, and for insuring their motorcycle against loss, damage or theft incident to participation in the Contest.

Judges will rank the Contest entries for each of the four Entry Categories (Unlimited, Street Class Metric, Street Class Harley-Davidson®, and Street Class Sportbike) based equally on the following criteria: body parts and frame, fabrication, paintwork, metal finishes, engine and associated components, driveline and associated components, and overall impression/impact of design. The first place winners and runners up for each Entry Category, as determined by the judges, will be announced at the conclusion of the Judging Phase. Contest entrants or their legal representatives must be present at the live bike show on April 23, 2016 at CrashedToys of Dallas at the time of announcement in order to win a prize.

All Contest entrants that are present with their motorcycles during the Judging Phase, regardless of Entry Category, will also be eligible to win the one (1) People's Choice award, which will be awarded based on the vote of all persons in attendance at the Judging Phase of the Contest (including Contest entrants and members of the public, but excluding employees, officers and directors (and their immediate families) of Sponsor, its subsidiaries (including CrashedToys), affiliates, marketing/advertising/promotion agencies, and any other entities involved in the development, production or administration of the Contest). Show attendees will vote by applause. The Contest entrant whose motorcycle receives the most/loudest applause, as determined in the sole and arbitrary judgment of Sponsor, will win the People's Choice Award. Odds of winning the People's Choice Award depend on the relative popularity of a given Contest entrant's motorcycle as compared to the motorcycles of other Contest entrants.

The winners of each Entry Category and the People's Choice Award winner will each receive a trophy (approximate retail value \$49) and a \$250 gift card to Rick Fairless Stokers Dallas. The first runner up in each Entry Category will each receive a plaque (approximate retail value \$10). No runner-up will be chosen for the People's Choice Award. Any Contest entrant is eligible to win in more than one (1) Entry Category by entering more than one (1) motorcycle in the Contest, and any Contest entrant may win both the original Entry Category and the People's Choice Award (with the same or an additional motorcycle); provided, however, that no Contest Entrant may win more than two (2) categories (including the original Entry Category and the People's Choice Award) regardless of the number of motorcycles entered by such Contest Entrant. Judges' and Sponsor's decisions are final and binding on all matters relating to this Contest. No prize transfer or substitution by Contest winner is permitted without the express written consent of Sponsor which may be granted or withheld in its sole discretion. Sponsor reserves the right to substitute a prize (or prize component) of comparable or greater value, at its sole discretion. All unspecified expenses in conjunction with prize acceptance/use and all taxes on prize are winner's sole responsibility.

Each prize winner will be required to complete, sign and return an affidavit of eligibility, a liability release, a publicity release (where lawful) and/or other documentation within an indicated time period in order to receive the prize(s). A copy of the affidavit of eligibility may be obtained from Sponsor in advance of the Contest by sending an email

requesting same to bikeshow@crashedtoys.com; be sure to include "2016 CrashedToys Custom Bike Show Affidavit Request" in the subject line of the email request. In the event of noncompliance with this requirement (if applicable) or if a given potential winner of any prize is determined by Sponsor to be ineligible or is otherwise not in compliance with these Official Rules (including not being present at time of Judging Phase and winner announcement), such winner will be disqualified and a new winner will be selected based on the next highest point total in the applicable Entry Category (for the People Choice's Award, the new winner will be the Contest entrant whose motorcycle had the next most/loudest applause from Show attendees, after that of the disqualified winner).

General:

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 Contest Entries/emails that are lost, late, illegible/garbled, corrupted, misdirected, defective, inaccessible, compromised, incomplete or damaged and all such Contest Entries are void. Sponsor disclaims any and all liability for technological, programming, electronic or other errors, malfunctions or failures of any kind in conjunction with implementation/offering of the 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 Contest entry process or the operation of the Contest (including but not limited to the People's Choice Award part of the Judging Phase) or to be acting in violation of the Official Rules. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights.

Each Contest entrant grants Sponsor and its designees the right to photograph motorcycles submitted for the Judging Phase of the Contest, and further grants to Sponsor a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit any such photograph(s) (as well as the description portions of the 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 Contest entrant. Each Contest entrant further waives any "Moral Right of Authors" (Droit Moral) in the Contest Entry, including the description portions thereof. Each 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.

By accepting prize(s) in the Contest, except where prohibited by law, each Contest 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 Contest entrant indemnifies, releases and agrees to hold harmless Copart, Inc., its subsidiaries (including CrashedToys), divisions, affiliates, agencies, and prize suppliers, and**

the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations (collectively, the "Released Parties"), from any and all liability arising from participating in the Contest, any Contest-related activity and/or acceptance, receipt, possession or use/misuse of prize(s), and agrees that the Released Parties are not responsible for any damage, theft or loss to any of such Contest entrant's property resulting, in whole or in part, directly or indirectly, from participation in the Contest (including any damage or loss which occurs while shipping or transporting the motorcycle to and from the Contest or in conjunction with display of the motorcycle at the Judging Phase). The preceding expressly includes but is not limited to any damage or loss to the motorcycle which may have been preventable or is attributable (in whole or in part) to the negligence of Sponsor.

If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of 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 Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and award the prizes for the 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 www.crashedtoys.com as well as at the live bike show on April 23, 2016 at CrashedToys of Dallas, to the extent feasible.

Dispute Resolution/Governing Law: To the fullest extent permitted by law, by participating in the 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 Contest 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 Contest entrant and/or Copart, Inc., shall be resolved individually, without resort to any form of class action, and (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 Contest but in no event attorneys' fees; and (d) under no circumstances will any Contest 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 Contest 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.

Privacy Notice: Any information provided to Sponsor by persons in conjunction with the Contest will be used solely for purposes of contest administration and as otherwise in accordance with Sponsor's privacy policy, accessible via www.copart.com.

Winners List: In addition to announcement at the live bike show on April 23, 2016 at CrashedToys of Dallas , the winners list will be available after May 1, 2016, by sending a self-addressed, stamped envelope to Copart, Inc., Attn: Marketing Department/2016 CrashedToys Bike Show Winners, at the address set forth below.

Sponsor: Copart, Inc., 14185 Dallas Parkway, Suite 300, Dallas, TX 75254.