

AUTOZONE REWARDS PROGRAM (“Program”) Terms and Conditions

Participants (“Members”) in the Program are subject to the terms and conditions herein. Program membership is open to all U.S. and Puerto Rico residents (excluding all U.S. territories other than Puerto Rico) at least 18 years old or the age of majority in the Member’s jurisdiction of residence, whichever is older. The terms and conditions that apply to the Program, including the terms regarding expiration of credits in the program, are determined based on the place of issuance of the Card. The terms and conditions that apply to a card are available from the store where the card is issued or from the Program website (www.AutoZoneRewards.com).

1. MEMBERSHIP: a. Customers of AutoZone may enroll in the Program only by completing the application process at participating AutoZone locations. Customers will then receive a Program membership card (the “Card”) to be used when making all purchases. Cards may be limited in availability. b. Members must provide the required information to be enrolled and to be eligible for rewards. c. Lost or stolen Cards cannot be replaced. d. AutoZone commercial accounts are not eligible to participate in the Program. e. Employees of AutoZone and their dependents are not eligible to participate in the Program. A dependent of an AutoZone employee is defined as any person who may use that employee’s AutoZone discount card. f. AutoZone reserves the right to limit (1) the number of Cards available and (2) the number of participants in the Program. g. AutoZone reserves the right, in its sole discretion and without notice, to expire a Member’s enrollment in the Program after twelve (12) months of account inactivity. All accrued Credits and Reward Dollars will be lost if the membership expires or is cancelled.

2. TRANSACTION-BASED PROGRAM:

If Member enrolls in the Program at an AutoZone store participating in the transaction-based program, the following terms and conditions apply:

I. Participation: a. The Card must be provided by the customer at the time of purchase. Prior purchases are not eligible. b. For each in-store transaction, on-line transaction and buy online, pick up in store (“BOPUS”) transaction of \$20 dollars or more, excluding federal, state, and local taxes, shipping charges, employee discounts, commercial account purchases, purchases of gift cards (but not gift card redemptions), charitable donations, core deposits, Loan-a-Tool[®] deposits, loaner battery deposits, environmental fees, returns, refunds, and items purchased with a gift card, merchandise credits and/or any Rewards or other awards (“qualifying purchases”), Member will receive Credit for one (1) qualifying purchase (a “Credit”). AutoZone may also, at its sole discretion, provide additional bonus Credits in connection with certain transactions and/or promotions. For the appropriate number of Credits earned by Member, as determined by the Program in place at the AutoZone store where Member enrolled, the Member will receive a reward of one (1) \$20 merchandise credit (a “Reward”; “20 Reward Dollars”) to be used at participating AutoZone stores. This Reward will be accessed through the Member’s Card and will be valid for a set time period as determined by the Program in place at the AutoZone store where Member enrolled. Rewards may not be immediately available for use. AutoZone reserves the right to change the program in place at any

AutoZone store at any time in its sole discretion without prior notice to Member. c. During a single in-store visit, Member may not separate qualifying purchases into multiple transactions for the purpose of earning more Credits than would be available through a single in-store transaction. d. The appropriate number of Credits will be automatically deducted from the Member's account balance for every Reward added to the Card. e. Credits from multiple accounts may not be aggregated unless authorized by AutoZone. f. All Credits may be expired if a Member has not accumulated sufficient purchases to earn a Reward within the relevant period of time as determined by the Program in place at the AutoZone store where Member enrolled. g. Credits remaining on a Member's account will expire at the conclusion of the Program in place at the AutoZone store where Member enrolled or at the sole discretion of AutoZone, whichever occurs first. h. The appropriate Credit(s) and/or Reward(s) will be automatically deducted from the Member's account balance if items returned or refunded from a qualifying purchase cause the qualifying purchase to fall below the qualifying threshold as determined by AutoZone for the Program in place at the AutoZone store where Member is enrolled. i. **AutoZone, in its sole discretion and without prior notice to Member, may change at any time and for any AutoZone store or for the entire AutoZone Program: (i) the minimum in-store transaction value needed to earn a Credit, (ii) the value of the Credit earned by the Member, (iii) the number of Credits needed to earn a Reward; (iv) the period of time Member has to use Credits to earn Rewards; and (v) the period of time Member has to use Rewards.**

II. Credits: Credits have no cash value, are non-negotiable, and cannot be redeemed either in whole or in part for cash. Credits do not constitute property of any member or other person and may not be brokered, bartered, attached, pledged, gifted, sold or otherwise transferred for consideration, other by Company or as expressly provided for in these Program Rules, and any receipt or use of credits in in violation of the terms and conditions herein will render such credits void. Credits earned are not eligible for redemption for 24 hours once they are awarded. Credits are not capable of being combined or transferred to any other type of Program offering or award.

III. Rewards and Redemption: a. The number of Credits necessary to earn a Reward at each AutoZone store is determined by AutoZone in its sole discretion and may be changed without prior notice to Member during the term of the Program. b. Member may redeem Rewards at AutoZone retail stores by using the Member's Card during a transaction. Rewards used during a transaction will be deducted from the total Reward balance available on the Card. c. Rewards are not exchangeable for cash. d. Rewards are void if sold or exchanged for cash or other consideration or if otherwise received or used in violation of the terms and conditions herein. e. Rewards are not capable of being combined or transferred to any other type of AutoZone promotional offering or reward except in AutoZone's sole and unfettered discretion.

IV. Earning Rewards for BOPUS Transactions: For buy online, pick up in store ("BOPUS") transactions, qualifying purchases will be accumulated and Rewards will be granted in accordance with these terms and conditions. In lieu of presenting the Card at the time of purchase as required by these terms and conditions, Member will be required to (i) provide Card information as part of the online transaction and (ii) present the Card at time of pick up of the order at the AutoZone store. If Member has an offer for

Program bonuses, the offer or coupon must be presented at the time of pick up of the order at the AutoZone store in order to receive the bonuses.

3. AUTOZONE REWARDS ADDITIONAL TERMS AND CONDITIONS: a.

AutoZone reserves the right to cancel, modify or restrict any aspect of the Program at any time with or without notice. b. Membership in the Program may be revoked at any time. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation may subject Members to card revocation and will affect eligibility for further participation in the Program. Further, AutoZone reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event Member defrauds or abuses the Program or the Card, fails to follow any terms of the Program, or makes any misrepresentation to AutoZone. c. Program purchases, as reflected in AutoZone records, shall be deemed correct and AutoZone reserves the right to determine the qualification for any transaction and to correct or modify the Reward amount at any time based on AutoZone records and calculation of account information. d. AutoZone is not responsible for communications, including Rewards, lost due to a change of address or other contact information. e. By becoming a member of the Program, customer agrees to receive advertising, marketing materials and other communications from AutoZone. f. The Program shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws and principles. Further, Members in the Program submit solely to the jurisdiction of any appropriate court within Shelby County, Tennessee for adjudication of disputes arising from this Agreement. g. Program rules are void only to the extent prohibited by law. h. Taxes on Rewards may apply where required by law. . Any tax liability, including disclosure, is the sole responsibility of the Member. i. From time to time, Rewards balances and values will be updated in the Program. Please check the Program website (www.AutoZoneRewards.com) for the most up-to-date account balances. j. AutoZone may waive compliance with these terms and conditions in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members. Notwithstanding the foregoing, AutoZone's failure to exercise any of its rights under these Program Rules or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights. k. For more information about the Program and/or Member accounts call 1-800-741-9179.

4. SPONSOR: AutoZone.com, Inc. is the exclusive sponsor of this Program.

5. TERMINATION: The Program has no predetermined termination date and may continue until such time as AutoZone, at its sole discretion, elects to designate a program termination date. Members may cancel participation in the Program and/or request not to be communicated via mail by notifying the Program Administrator at AutoZone Rewards, P.O. Box 664, Memphis, TN 38101.

6. LIMITATION OF LIABILITY AND ADDITIONAL TERMS: BY ENROLLING IN THE PROGRAM AND REDEEMING THE REWARDS, THE MEMBER AGREES THAT AUTOZONE AND ITS AFFILIATES AND SUBSIDIARIES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY

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MEMBERS OR ANY PERSON FOR, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM, WITH THE EXCEPTION OF ERRORS IN POSTING POINTS TO ACCOUNTS. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP APPLICATION, CORRESPONDENCE, OR REWARDS/REWARD CERTIFICATES; (B) THEFT OR UNAUTHORIZED REDEMPTION OF CREDITS OR REWARDS OR USE OF A REWARD CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF US OR OUR REPRESENTATIVES, AGENTS; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES (INCLUDING); OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS IN THE CREDITING OR DEBITING OF CREDITS FROM MEMBER ACCOUNTS. WE RESERVE THE RIGHT TO CORRECT, WITHOUT NOTICE, ANY ERRORS. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM ACCOUNT OF CREDITS IN AN AMOUNT NO GREATER THAN THE NUMBER OF CREDITS AT ISSUE.

THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM.

Neither the Program nor any Reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Members against AutoZone.

Terms and conditions in Spanish are available at www.AutoZoneRewards.com. In the event of a conflict between English and Spanish versions of these terms and conditions, the English version prevails. Términos y condiciones disponibles en www.AutoZoneRewards.com. En el caso de un conflicto entre las versiones de los términos y condiciones en Inglés y en Español, la versión en Inglés prevalecerá.

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