



TERRIBLE HERBST | #TERRIBLES365

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER #TERRIBLES365 GIVEAWAY OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. #TERRIBLES365 (THE "SWEEPSTAKES") IS ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATE OF CA, NV OR AZ THROUGHOUT THE SWEEPSTAKES PERIOD AND WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE UNITED STATES LAW. SWEEPSTAKES BEGINS FEBRUARY 1, 2018 AT 9:00:01 A.M PST AND ENDS JANUARY 31, 2019 AT 11:59:59 P.M PST (THE "SWEEPSTAKES PERIOD")

SPONSOR: Mr. Terrible's 365 (the "Sweepstakes") is sponsored by Terrible Herbst (the "Sponsor").

CONDUCT: This sweepstakes is governed by these official rules ("Official Rules"). By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted on the website throughout the Sweepstakes Period at terribleherbst.com/terribles365. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or the website; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. To enter #Terribles365 entrants: (i) Must be 18 years of age or older at the time of entry, (ii) Must be a legal resident of California, Nevada or Arizona, and, (iii) Must not be considered a minor or legally incompetent in your state of residence. Sweepstakes is void in New York, Florida, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Making a purchase will not improve chances of winning. Employees, officers and directors of Terrible Herbst (the "Sponsor"), their respective parents, subsidiaries, licensees, agencies and affiliates and members of the immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household (whether related or not) of such individuals (the "Sweepstakes Entities") are not eligible. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

SWEEPSTAKES PERIOD: The Sweepstakes begins at 9:00:01 a.m. Pacific Standard Time (PST) on February 1, 2018 and ends at 11:59:59 P.M on January 31, 2019. All mail in entries must be postmarked by 11:59:59 P.M on December 31, 2018. Sponsor reserves the right to extend or shorten the contest at their sole discretion.

HOW TO ENTER:

IN-STORE: During #Terribles365, Participants who spend \$8.00 or more will have the opportunity to activate the wheel in any participating Terrible Herbst convenience store. Participating Terrible Herbst purchases include:

1. **Fuel purchase,**
2. **Car Wash purchase,**
3. **Oil Change or Smog service,**
4. **A qualifying C-Store purchase(s): Spend \$8.00 or more.**

*An eligible Participant also can receive a Wheel Spin Opportunity without purchasing in-store items by following the directions listed under "Mail-in".

ONLINE: Participants will take valid receipt transaction code to terribleherbst.com/terribles365 (the "Website") during the Sweepstakes Period and complete the online entry form in its entirety to include first name, last name, state of residence, birth date, phone number and email address. The Sweepstakes Period is divided into four (4) Contest Periods. Each Sweepstakes Period begins at 9:00:01 a.m. Pacific Standard Time (PST) and ends at 11:59:59 p.m. (PST) on the last day of the applicable Contest Period.

The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. Online entries submitted may not be acknowledged or returned.

BONUS ENTRIES: Additional entries (the "Bonus Entries") can be submitted using the online form on the Website and completing the daily tasks. A Participant can win multiple "daily" prizes during the Promotion. A Participant can only win one major #Terribles365 prize during the Promotion. You can receive a Bonus entry:

1. Once by opting to follow Terrible Herbst on Facebook, once per Twitter, once per Instagram and any additional social media platform Terrible Herbst provides.
2. Once a Facebook share, once per a Twitter share and once per an Email share.
3. Only when your friend successfully enters the Sweepstakes.
4. Only if your friend has not previously entered the Sweepstakes.
5. Only if your friend enters the Sweepstakes after clicking on the unique link contained

in your Share.

- ◆ You may only refer persons with whom you have an existing personal relationship and with whom a message from you would not be considered spam.
- ◆ A person can use only one email address to enter.

A person can use only one Twitter or Facebook or email account to participate via the social share Bonus Entry Method. A free Twitter account can be obtained at twitter.com; a free Facebook account can be obtained at facebook.com. By publishing a post to a Facebook timeline or a Tweet from a Twitter account, Entrant is required to agree to the platform's terms of service available at facebook.com/legal/terms and twitter.com/tos, respectively. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

MAIL-IN: To receive one in-store register wheel spin or online entry into the sweepstakes, mail a handwritten, self-addressed, stamped envelope, in a #10 envelope to

Mr. Terrible's 365 Giveaway Game Piece Request

4733 Torrance Blvd #875

Torrance, CA 90503-4100

- No more than one entry per envelope, which must include return address
- Must be postmarked by 12/31/18

ODDS: The odds of winning depend on the number of eligible entries received at the time of each drawing.

RANDOM DRAWING: All eligible entries received during the Sweepstakes Period will be gathered into a database throughout the Sweepstakes Period. Winners will be chosen at random. Three random drawings will be conducted during the Sweepstakes Period with the final drawing occurring on or about February 1, 2019 (four total drawings) after the Sweepstakes Period.

PROMOTION PRIZES: The Sweepstakes Period is divided into four (4) Contest Periods. Each Sweepstakes Period begins at 9:00:00 a.m. (PST) and ends at 11:59:59 p.m. (PST) on the last day of the applicable Contest Period. All Prize values are in United States Dollars. Each Winner will be awarded one (1) of the following Prizes, as applicable:

#	PRIZE	ENTRY DATE	ARV	DATE AWARDED
365	\$500 Chevron Gas Card	Begins at 9:00:00 a.m. on February 1, 2018 to 11:59:59 p.m. on February 1, 2019.	\$182,500.00	DAILY
52	\$1,000 Chevron Gas Card	Begins at 9:00:00 a.m. on February 2, 2018 to 11:59:59 p.m. on January 25, 2019.	\$52,000.00	WEEKLY

1	\$5,000 Cash Prize	Begins at 9:00:00 a.m. on February 1, 2018 to 11:59:59 p.m. on May 1, 2018.	\$5,000.00	5/1/18
1	\$10,000 Cash Prize	Begins at 9:00:00 a.m. on May 1, 2018 to 11:59:59 p.m. on August 1, 2018	\$10,000.00	8/1/18
1	\$15,000 Cash Prize	Begins at 9:00:00 a.m. on August 1, 2018 to 11:59:59 p.m. on November 1, 2018.	\$15,000.00	11/1/18
1	\$20,000 Cash Prize	Begins at 9:00:00 a.m. on November 1, 2018 to 11:59:59 p.m. on February 1, 2019.	\$20,000.00	2/1/19
			TOTAL APR	\$284,500.00

No more than the stated number of prizes specified in these official rules will be awarded. Each prize will be issued to the prize winner upon verification of eligibility and upon timely receipt of all completed prize winner paperwork. All Chevron gift cards are non-transferable and cannot be traded or redeemed for cash. In the event a winner cannot accept any prize for any reason, they must forfeit the prize and another winner will be selected at random.

Taxes: All taxes, including but not limited to, federal, state, and local taxes, and any other costs and expenses associated with the acceptance and use of a prize are solely the responsibility of the winner. The prize winners will each be issued an IRS Form 1099 for the value of their respective prize(s). Prizes cannot be transferred or substituted except at the sole discretion of Terrible Herbst. Any person winning over \$600 in prizes will receive an IRS form 1099 at the time of verification and a copy of such form will be filed with the IRS.

PRIZE WINNER NOTIFICATION: The winner(s) will be notified via email and required to provide their mailing address within three (3) days via return email. One (1) voicemail message will be left for the potential winner(s) if they do not reply to the email. Each entrant is responsible for monitoring for prize notification or other communications related to this sweepstakes. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within seven (7) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner may be selected. If a winner is otherwise eligible under these Official Rules, but is deemed a minor in his or her state of primary residence, the prize may be awarded in the name of winner's

parent or legal guardian who will be required to execute, sign, and return an Affidavit of Eligibility, a Liability Waiver (where legal), and where allowable, a Publicity Release (collectively, "the Releases") on minor's behalf within ten (10) business days from notification. Noncompliance will result in disqualification and an alternate winner may be selected. If the Releases are returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing. Upon the request of the Sponsor, Winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If Winner fails to comply with these Official Rules, that winner will be disqualified. ALL FEDERAL, STATE, LOCAL AND INCOME TAXES ON PRIZES AND EXPENSES RELATING TO ACCEPTANCE AND USE OF PRIZES NOT SPECIFIED ARE THE SOLE RESPONSIBILITY OF THE WINNER.

In-Store Wheel Spin Instant Prizes: In-store prizes may be redeemed at the register, at any participating Terrible Herbst location in California, Nevada or Arizona on or before March 31st, 2019.*

*Participant must inform a Terrible Herbst employee, that the Participant wishes to redeem a Prize. Then, the Participant should present his/her potential winning original Prize Receipt Code to that Terrible Herbst employee to mark redeemed.

INSTANT WIN PRIZE	QUANTITY	TOTAL ARV
Terrible Herbst Fountain Drink 32 oz.	200,000	\$0.89
Terrible Herbst Coffee (Cold or Hot) 16 oz.	170,750	\$1.49
Hershey® Candy Bar (Standard Size)	46,500	\$1.35
Bag of Chips (any bag valued at \$1.69)	18,500	\$1.69
Terrible Herbst Full Service Car Wash	540	\$17.00
Terrible Herbst Bad Guy's Best Oil Change	130	\$47.51
Old Trapper® Beef Stick	25,000	\$1.19
Coors Light® 16 oz. Can*	10,000	\$1.29
Spiked Seltzer Grapefruit 16 oz. Can*	20,000	\$1.99
Miller Lite® 16 oz. Can*	13,000	\$1.29
Corona Extra/Light® 24 oz. Can*	10,000	\$2.99
Gatorade® 20 oz. Bottle*	5,000	\$1.19
Pepsi Cola® Family 16 oz. Can*	15,000	\$0.99
Coca Cola® Family 16 oz. Can*	17,500	\$0.99
Monster Energy® 16 oz. Can*	9,000	\$2.59
Red Bull Energy Drink® 16 oz. Can*	15,000	\$2.39

Terrible Herbst Hot Dog	5,900	\$1.39
Tornados® (All Flavors)	3,650	\$1.19
	TOTAL ARV	\$781,790.50

****Prizes subject to change. Varies by month.***

TOTAL ARV of all prizes in the Promotion is \$1,066,290.50

ADDITIONAL LIMITATIONS: If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions or any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

PUBLICITY: Except where prohibited by law, entry and acceptance of prize constitutes permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Except as expressly stated in these official rules, no substitution, cash redemption or transfer of prize allowed, but Sponsor reserves the right to substitute for the advertised prize a prize of equal or greater value if the advertised prize becomes unavailable for any reason.

NO LIABILITY: By entering the Sweepstakes, entrants agree to these Official Rules and the decision of the Sponsor. All winners release, discharge, indemnify and hold harmless Sponsor, its subsidiaries, affiliates, directors, officers, employees and agents, and its advertising and promotion agencies of each (the "Sweepstakes Entities") from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by

participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. In no event will Sponsor or the Sweepstakes Entities be held liable to any entrants for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Sponsor and the Sweepstakes Entities are not responsible and shall not be liable for: (a) any error which may occur in the processing of any and all entries; (b) lost, late or misdirected entries; or (c) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Sweepstakes or any portion thereof should any causes corrupt the administration, security or proper operation of the Sweepstakes, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by the Sponsor. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or any other Social Platforms. Entrants are providing their information to Terrible Herbst and not to Facebook. The information provided will only be used for the purpose of this promotion unless otherwise requested by entrant.

CHOICE OF LAW AND VENUE: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Nevada. The remedy for any and all claims shall be limited to actual damages, and in no event, shall any entrant be entitled to recover punitive, incidental and consequential damages, including attorney's fees or any other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor or Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard for conflicts of law doctrine, and all proceedings shall take place in Clark County, State of Nevada. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THE SWEEPSTAKES WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: Personal information collected from online entrants is subject to the Sponsor's privacy policy, which can be found at: <http://www.terribleherbst.com/privacy>.

OFFICIAL RULES AND WINNERS LIST: The Official Rules will be available online at terribleherbst.com/terribles365, until March 31, 2019. To receive a copy of the Official Rules, mail, in a postage-paid outer envelope, a self-addressed, postage-paid envelope to Terrible

Herbst's Redemption Center as follows:

2018 #Terribles365 Rules Request

3440 W Russell Road

Las Vegas, Nevada 89118.

ABBREVIATED RULES: NO PURCHASE NECESSARY TO PLAY/WIN A PRIZE. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. Game consists of an in-store register prompt and an online sweepstakes at terribleherbst.com/terribles365, and is subj. to Official Rules at participating Terrible Herbst Convenience Stores, Car Wash, Oil Change locations and terribleherbst.com; see restrictions, prize/claim details, ARVs, odds and No Purchase play details. Void where prohibited. Open to residents of Nevada, California and Arizona. Must have Internet access, a valid email address and be 18+ to participate online. In-Store Register Prompt: begins 2/1/18, ends 1/31/19, or when distribution supplies are gone. *Odds of winning Instant Register prize are approx. 1 in 20, mostly food/drink prizes; odds based on register spin (each receipt has 1 transaction code). The number of available prizes diminish as awarded. Online Sweepstakes: requires a transaction code avail. on all in-store receipts, begins 2/1/18, ends 11:59:59 p.m. PST 1/31/19. Odds of winning depend on number of eligible Entries received for each Entry Period. Limit 2 receipt codes per hour. Play Game w/o Purchase: To receive one in-store spin or online entry into the sweepstakes, mail a handwritten, self-addressed, stamped envelope, in a #10 envelope postmarked by 12/31/18 to Mr. Terrible's 365 Giveaway at Terrible Herbst's Game Piece Request, 4733 Torrance Blvd. #875, Torrance, CA 90503-4100. 1 request/outer envelope, which must include your return address.