

# TERRIBLE'S

## TERRIBLE'S FUEL'S GOLD SWEEPSTAKES 2020 | Official Sweepstakes Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

- Overview:** Terrible's Fuel's Gold (the "Game") begins at participating Terrible's locations in Nevada, California, Utah and Arizona (the "Territory") beginning on October 1, 2020 and ending on November 30, 2020 (the "Game Period"). For the purpose of the Game, a day is defined as beginning at 6:00am local time and ending at 6:00pm local time (the "Promotional Time Period") at each participating Terrible's location. Void where prohibited. By participating in the Game, each entrant (the "Participant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions Terrible Herbst Inc. (the "Sponsor"), which shall be final and binding in all respects.
- Eligibility:** Persons in any of the following categories are NOT eligible to participate or win prizes in the Game: any person who on or after October 1, 2020, was or is: (a) a Terrible's employee; (b) a director, officer, employee, agent, or independent contractor of Sponsor, subsidiaries, affiliates or service agencies; or any entities retained by Sponsor for the administration of the Game; (c) an individual engaged in the development, production or distribution of Game materials or the prize supply for the Game; and (d) an immediate family member (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who resides in the same household as, any person in any of the preceding categories. Void outside the Territory and where prohibited.
- How to Participate:** To play the Game, a Participant must complete the following in the manner(s) described below:

Participants must obtain a Gold Card (the "Game Piece") by visiting a participating Terrible's location during the Game Period. Each day throughout the Promotional Time Period, each participating Terrible's will place a predetermined amount of Game Pieces on random fuel dispensers. Once a Participant has successfully found a card, they can remove the adhesive tape and follow the instructions on the back to enter for a chance to win a Prize. *Note:* There is no limit to the number of Prizes that a Participant can win in the Game. The Game Piece instructions are as follows:



- a. **SCAN THE QR CODE:** Using an Android or Apple device, open the Camera app and point it steadily for 2-3 seconds towards the QR code located on the back to scan. When scanning is enabled a notification will appear with a link to click. The link will prompt the Participant to download the Terrible's Social House App (the "App").

*Note:* the QR Code is only offered as a convenience. Participants do not have to scan the QR code to successfully enter. Visit [terribleherbst.com/fuelsgold](http://terribleherbst.com/fuelsgold) for the same information on how to download the Terrible's Social House App (the "App").

- b. **SUBMIT THE SECRET CODE:** While logged in to the App, visit the Game on the Promotions tab and complete the Game registration by entering the required information including but not limited to, Participants' full name, email address, phone number, and the unique Secret Code ("Code") found on the Game Piece.
- i. The Secret Code is a 6-digit, unique alphanumeric code found on the back of the Game Piece. As described in these Official Rules, it is necessary for a Participant to have a Code to claim a prize. Only one unique Code can be used per entry.

4. **Odds:** Odds of winning are based upon the total number of eligible participants that visit a participating Terrible's location during the Promotional Time Period each day of the Game Period, successfully find a Game Piece, and enter their unique Game Piece Secret Code in-App. Each Code can only be used once during the Game Period. It is planned that approximately 91,350 total Game Pieces will be distributed during the Game Period. Note: The approximate numbers of Prizes available to be won in the Game, and the Odds of winning Prizes, which are set out in these Official Rules, are stated as of the outset of the Game. The numbers of Prizes available to be won will diminish as the Game progresses, and the Odds of winning Prizes will change as Prizes are claimed.

5. **Prize:** Total ARV of all Prizes available to be won: \$9,000.00.

Quantity	Prize	Approximate Retail Value
Nine (9) Prizes	\$1,000 in Chevron Gift Cards	\$1,000.00 USD

6. **Prize Drawing:** Sponsor has pre-selected (9) Drawing Dates (the, "Drawing Dates"). On or about each of the Drawing Dates, Sponsor will select a potential winner in a random drawing from all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential Prize winner(s) via the email address provided in the entry. If the potential winner cannot be contacted within seventy-two (72) hours after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Sponsor will use the timestamp of the email sent for recordkeeping.

Prize	Drawing Date
\$1,000 in Chevron Gift Cards	Wednesday, October 7, 2020 (10/7/2020)
\$1,000 in Chevron Gift Cards	Wednesday, October 14, 2020 (10/14/2020)

\$1,000 in Chevron Gift Cards	Wednesday, October 21, 2020 (10/21/2020)
\$1,000 in Chevron Gift Cards	Wednesday, October 28, 2020 (10/28/2020)
\$1,000 in Chevron Gift Cards	Wednesday, November 4, 2020 (11/4/2020)
\$1,000 in Chevron Gift Cards	Wednesday, November 11, 2020 (11/11/2020)
\$1,000 in Chevron Gift Cards	Wednesday, November 18, 2020 (11/18/2020)
\$1,000 in Chevron Gift Cards	Wednesday, November 25, 2020 (11/25/2020)
\$1,000 in Chevron Gift Cards	Wednesday, December 2, 2020 (12/2/2020)

7. **Winner Notification:** The potential winners will be notified by email. Each potential Prize (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit an Affidavit of Eligibility and Release of Liability/Publicity (the "Declaration of Compliance") within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period, or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 1-10 weeks after confirmation of winnings.
8. **Transfer:** The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.
9. **Taxes: ALL FEDERAL, STATE, LOCAL, AND ANY OTHER TAXES ASSOCIATED WITH THE RECEIPT OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** Approximate Retail Value ("ARV") of Prize: \$1,000.00 USD total. Sponsor is not responsible for and winner will not receive any difference between the actual value and ARV of a prize. Failure to pick-up or use prize does not relieve winner of his/her tax obligations associated with acceptance of a prize. Sweepstakes winnings will be reported to the Internal Revenue Service and winner can expect to receive a 1099 tax form for prizes which total more than \$600.00 for the year.
10. **General Conditions:** By participating in the Game, each Participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor, and the independent games administrator, as applicable. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No Prize substitutions or cash redemptions of any Prize or any portion thereof. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any Prize or portion thereof is unavailable for any reason. Details of Prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of

Sponsor. Participant grants Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing Participant's name, voice, image, likeness and/or any other identifiable representation of Participant, including, but not limited to, statements attributable to Participant ("Participant's Likeness"), Participant agrees that all materials containing Participant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Participant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Participant's Likeness. Participant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Participant's Likeness, or any part or element thereof. Prize winner shall be responsible for all federal, state and/or local income taxes incurred in association with acceptance of the prize. By participating in the Game, each Participant agrees that the Sponsor, its parent company, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (the "Game Entities") shall not be responsible or liable for: (a) miscommunications, printing errors, clerical, typographical or other error in any Game materials or printed copy or artwork, or any prize offering announcement; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Game or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media. This Game is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

11. **Prize Conditions:** Any and all costs, fees, and expenses not expressly stated in the prize description are the sole responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded.

12. **Miscellaneous:**

- a. **Disqualification:** It is the Participant's responsibility to ensure compliance in all respects with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry processes or the operation of the Game; acts in violation of these Official Rules; or acts with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- b. **Force Majeure:** Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify or suspend the Game, or any portion thereof, in any way, if it determines, in its sole discretion, that the Game is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, 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 Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that

prize category. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances.

- c. **Invalidity:** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Game materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- d. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant or Sponsor in connection with the Game, shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- e. **Arbitration Disclosure:** By participating in this Game, each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against any of the Game Entities arising out of, relating to, or connected in any way with the Game, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Participant may have entered into in connection with the Game; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Participant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) to the extent permitted by law, the arbitrator shall not have the power to award punitive, incidental or consequential damages against the Participant or Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor

Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org>.

13. **Official Rules:** These Official Rules will be posted online at [terribleherbst.com/fuelsgold](http://terribleherbst.com/fuelsgold). To receive a copy of the Official Rules, mail a self-addressed stamped envelope to Terrible's Fuel's Gold — Official Rules Request, 3440 W Russell Road, Las Vegas, NV 89118. All requests must be postmarked by November 20, 2020 and received by November 27, 2020. Limit one (1) request per outer envelope.

14. **Sponsor:** Terrible Herbst Inc., located at 3440 W Russell Road, Las Vegas, Nevada 89118.