

**TERRIBLE HERBST 2021 GAMEDAY GIVEAWAY (“PROMOTION”)  
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. BY PARTICIPATING, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THESE OFFICIAL RULES AND AGREE TO BE BOUND BY THESE OFFICIAL RULES. AS MORE FULLY SET FORTH BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THE PROMOTION WILL BE DECIDED BY BINDING ARBITRATION.

- ELIGIBILITY:** Open to legal residents of Nevada and Utah, who are eighteen (18) years of age or older. The “Sponsor” of this Promotion is Terrible Herbst, Inc. The following individuals are not eligible to enter or win a prize: Any employees (i.e., full-time, part-time and/or temporary employees) of Terrible Herbst.
- PROMOTION PERIOD:** The Promotion begins at 12:00:01 AM Pacific Standard Time (“PST”) on Thursday, January 14, 2021 and ends at 11:59:59 PM PST on Saturday, May 8, 2021 and runs on selected “Home” game days (the “Promotion Period”). The official schedule of Home game days is subject to change. See official Vegas Golden Knights schedule [here](#).
- SPONSOR:** Terrible Herbst, Inc., 3440 W Russell Road, Las Vegas, NV 89118. Administrator: Terrible Herbst, Inc., 3440 W Russell Road, Las Vegas, NV 89118.
- HOW TO PLAY:** To play the in-store Instant Game Day Giveaway to win the Game Day grand prize, you must (i) make a purchase of \$8.00 or more at a participating Terrible’s convenience store or present a qualifying Terrible’s Car Wash or gas pump receipt of \$8.00 or more to a C-Store Cashier between January 14, 2021 through January 31, 2021, (ii) make a purchase of \$9.00 or more at a participating Terrible’s convenience store or present a qualifying Terrible’s Car Wash or gas pump receipt of \$9.00 or more to a C-Store Cashier between February 1, 2021 and May 8, 2020, or (ii) request a free wheel spin by e-mail as described in Section 6 below. Store receipts are valid only on “Home” game days between 12:00:01 PST and 11:59:59 PM PST. Home games are defined as a game played in T-Mobile Arena in Las Vegas, NV.
- PRIZES:** In-Store Instant Wheel Game: Food/Beverage/Confectionary Prizes: There are twenty-one (21) instant win variations available.

PRIZE
AQUAFINA 20OZ
BODY ARMOR EDGE 20OZ
BUD LIGHT CAN 25OZ
MICH ULTRA SELTZER 25OZ
BUD LIGHT SELTZER LEMONADE 25OZ
COCA-COLA RPET BOTTLE FAMILY 13.2OZ
COFFEE 16OZ
CORONA EXTRA 24OZ CAN
ESSENTIA 20OZ
FIJI WATER .5 LTR

FOUNTAIN DRINK MEDIUM/30OZ
HEINEKEN 22OZ
JACK LINK'S STICKS
MARS WRIGLEY (TBD)
MIKE'S HARDER 16OZ
MODELO CANS 24OZ
MOLSON / COORS (TBD)
MONSTER ENERGY FAMILY 16OZ
PEPSI CAN FAMILY 16OZ
RED BULL FAMILY 8OZ
WHITE CLAW 19.2OZ

\*\* A Product Family is a group of related goods manufactured by a single company. (Example: Coca Cola Family includes: Coca Cola, Diet Coke, Sprite, etc.)

Gameday Prize Pack: There are twenty-eight (28) Grand Prizes available. Winners are randomly selected on \*Home Game Days only. The official schedule of Home game days is subject to change. See official schedule [here](#).

PRIZE	*DATES (HOME GAME DAYS)
GAME DAY PRIZE PACK	THURSDAY, JANUARY 14, 2021
GAME DAY PRIZE PACK	SATURDAY, JANUARY 16, 2021
GAME DAY PRIZE PACK	MONDAY, JANUARY 18, 2021
GAME DAY PRIZE PACK	WEDNESDAY, JANUARY 20, 2021
GAME DAY PRIZE PACK	TUESDAY, JANUARY 26, 2021
GAME DAY PRIZE PACK	THURSDAY, JANUARY 28, 2021
GAME DAY PRIZE PACK	FRIDAY, FEBRUARY 5, 2021
GAME DAY PRIZE PACK	SUNDAY, FEBRUARY 7, 2021
GAME DAY PRIZE PACK	TUESDAY, FEBRUARY 9, 2021
GAME DAY PRIZE PACK	THURSDAY, FEBRUARY 11, 2021
GAME DAY PRIZE PACK	SUNDAY, FEBRUARY 14, 2021
GAME DAY PRIZE PACK	TUESDAY, FEBRUARY 16, 2021
GAME DAY PRIZE PACK	MONDAY, MARCH 1, 2021
GAME DAY PRIZE PACK	WEDNESDAY, MARCH 3, 2021
GAME DAY PRIZE PACK	MONDAY, MARCH 15, 2021
GAME DAY PRIZE PACK	WEDNESDAY, MARCH 17, 2021
GAME DAY PRIZE PACK	MONDAY, MARCH 29, 2021
GAME DAY PRIZE PACK	WEDNESDAY, MARCH 31, 2021
GAME DAY PRIZE PACK	THURSDAY, APRIL 1, 2021
GAME DAY PRIZE PACK	SATURDAY, APRIL 3, 2021
GAME DAY PRIZE PACK	FRIDAY, APRIL 9, 2021
GAME DAY PRIZE PACK	SUNDAY, APRIL 11, 2021
GAME DAY PRIZE PACK	MONDAY, APRIL 19, 2021
GAME DAY PRIZE PACK	WEDNESDAY, APRIL 21, 2021
GAME DAY PRIZE PACK	MONDAY, APRIL 26, 2021
GAME DAY PRIZE PACK	WEDNESDAY, APRIL 28, 2021
GAME DAY PRIZE PACK	FRIDAY, MAY 7, 2021
GAME DAY PRIZE PACK	SATURDAY, MAY 8, 2021

Each Game Day Prize Pack Includes:

<u>ITEM</u>	<u>RETAIL</u>
VGK Beach Towel	\$39.00
Adult Foco 3pk Face Masks	\$9.95
Nevada State Can Cooler	\$4.95
Helmet/Secondary Logo Can Cooler	\$4.95
Vegas Golden Knights Authentic Alternate Gold Jersey (Size 44)	\$180.00
Fanatics Ladies "Vegas" Beanie	\$25.20
47' Brand Black Clean-up Hat	\$25.00
New Era Retro Script Hat	\$30.00
Adidas VGK Coach Slouch "Beanie" Hat – New addition	\$15.95
Gold Team Lanyard	\$7.99
Black Team Lanyard	\$7.99
8x8 Color Helmet Decal	\$9.95
4x4 White Helmet Decal	\$7.95
4x11.5 Prismatic Decal Pack	\$4.95
Premium Acrylic Helmet Keychain	\$7.95
Ogio Carry O Suitcase	\$229.00
Ogio Renegade Backpack	\$189.00
VGK Gold License Plate Frame	\$24.99
Wine Key	\$29.00
(2) Tumbled Coasters	\$12.95
Icy Hot Hydration Bottle	\$25.99
(2) Pint Glasses	\$9.95
VGK Spatula	\$34.95

VGK Coffee Mug	\$6.95
VGK Checkers Set	\$19.99
VGK Shake 'n' Score	\$19.99
Gift Counselor VGK Blanket	\$44.95
Rustic Marlin Mini Plank	\$35.00
20" Chance Plush	\$25.99
Vegas Born Pendant	\$6.95
VGK Car Flag w/Black Pole	\$12.95
Signed VGK Puck	N/A

Total ARV of each Gameday Prize Pack is: \$1,110.00.

6. **HOW TO REQUEST A WHEEL SPIN BY EMAIL WITHOUT MAKING A PURCHASE:** During the Promotional Period, to play without making a purchase, visit [terribleherbst.com/gamedaygiveaway](http://terribleherbst.com/gamedaygiveaway) ("Promotion Site") and follow the links and instructions at the bottom of the page to complete and submit the Free Wheel Spin Entry form. An email with a unique code will be sent to the email address provided on the form. Take this unique code into any participating Terrible's location and present it to the cashier to complete the free wheel spin.

7. **VERIFICATION OF CASH AND INSTANT WHEEL WINS:** All potential winners are subject to verification by Sponsor or Administrator. An Entrant is not a winner of any prize, even if the Wheel Spin Game should so indicate, unless and until Entrant's eligibility and the potential winning Wheel Spin play has been verified and Entrant has been notified that verification is complete. Sponsor will not accept screenshots or other evidence of winning in lieu of its validation process. Any Wheel Spin that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Receiving a prize is contingent upon compliance with these Official Rules. Winner has 48-hours to contact the Sponsor for winner verification. Upon verification, each potential Gameday Prize Winner will be sent an email to the email address associated with his/her Account and required to sign and return a Publicity Release ("Declaration") and an IRS Form W-9, which must be received by Administrator, within 24-hours, (1) days of the time-stamped notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration, tax forms or any other requested information within the required time period, potential winner forfeits the prize.

8. **APPROXIMATE RETAIL VALUE OF PROMOTION:** Total ARV of all cash prizes in this promotion is \$28,000.00.

9. **ODDS:** Odds of winning depend on the number of eligible transactions received during each Entry Period.

## 10. WINNER SELECTION AND NOTIFICATION:

### FOOD/CONFECTIONARY/BEVERAGE INSTANT WIN PRIZES:

YOU MUST CLAIM YOUR FOOD/CONFECTIONARY/BEVERAGE INSTANT WIN PRIZE DURING THE TRANSACTION IN WHICH IT WAS WON. Food/Beverage Instant Win Prizes are not valid in combination with any other offer, discount, or coupon. Limit one (1) Food/Beverage Instant Win Prize redemption per person per store visit.

### GAMEDAY GRAND PRIZE PACK:

There will be twenty-eight (28) random, computer-generated winning times and locations, one for each Grand Prize Pack during the Promotion Period. If you land on the winning Wheel Spin screen at the register during one of the randomly generated times and locations, you will be a potential winner of the prize indicated. The convenience store cashier will hand you a Winner Packet (the "Winner Materials") after confirmed notification of winnings. All winners, in order to obtain a prize must do the following:

- a. Hold on to 'Winning' receipt (cashier will print out a copy for your records)
- b. Follow the instructions set forth in the Winner Materials including but not limited to: Contacting [prize@terribleherbst.com](mailto:prize@terribleherbst.com) with First Name, Last Name and Receipt #.
- c. If applicable, show a government ID to cashier for age verification.

Potential Winners have forty-eight (48) hours from the timestamp on a winning receipt to contact the Sponsor's email. Failure to contact the Sponsor's designated prize email within the forty-eight (48) hour timeframe from the timestamp of the winning receipt will forfeit the prize.

*For All Prizes:* Winners will be responsible for all applicable taxes based on the retail price of the items that are redeemed and will receive an annual IRS Form 1099 for each tax year where the total value of the prize redeemed is equal to \$600 or more. All prizes are nontransferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

11. **RELEASE:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Terrible Herbst Inc., Black Knight Sports and Entertainment LLC dba Vegas Golden Knights, and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of any prize.
12. **PUBLICITY:** By entering or accepting a prize, entrants/winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Website, In-Store/Outdoor Video Monitors, Television and Radio Advertising) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. In

addition, if you are a winner and choose to share the news with your social network(s), we suggest you use the hashtags #VGKGameDayGiveaway, #Terribles and #Promotion. By using the hashtag #VGKGameDayGiveaway (a "Post"), you give Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, nonexclusive license to use, reproduce, modify, publish, create derivative works from, and display such Post, in whole or in part, including your username and image, on a worldwide basis, and to incorporate it into other works, in any form or media, including for promotional or marketing purposes. If you are selected as a winner, your information may also be included in a publicly available winners list.

13. **PRIVACY POLICY:** Any personal information supplied by you to Sponsor will be subject to its privacy policy posted at [terribleherbst.com/privacy-policy](http://terribleherbst.com/privacy-policy). By entering the Promotion, Entrant grants Sponsor permission to collect, use and share Entrant's email address and any other personally identifiable information with the other Promotion Entities for the purpose of Promotion administration and Grand Prize fulfillment.
14. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Wheel Spin Game, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Wheel Spin Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Wheel Spin Game may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
15. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Wheel Spin Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
16. **DISPUTES:** Any controversy or claim arising out of or relating to the Promotion shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction

thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Nevada law (without regard to conflicts of laws principles), consistent with the Federal Arbitration Act, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant 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 claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, 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, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS PROMOTION IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE PROMOTION, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

17. **WINNERS LIST REQUEST:** For names of major prize winners (prizes valued at \$600 or more), send a self-addressed, stamped envelope for receipt to: GAME DAY GIVEAWAY Winner List, 3440 W Russell Road, Las Vegas, NV 89118. Requests must be received by May 15, 2021.
18. **SHORT RULES:** NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION BEGINS AT 12:00:01 AM PST ON 1/14/21 AND ENDS AT 11:59:59 PM PST ON 5/8/21. OPEN TO LEGAL RESIDENTS OF NEVADA

AND UTAH, WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED. FOR COMPLETE DETAILS, INCLUDING HOW TO GET A FREE WHEEL SPIN, SEE OFFICIAL RULES ON [TERRIBLEHERBST.COM/GAMEDAYGIVEAWAY](https://terribleherbst.com/gamedaygiveaway).