

## **Minnoco FREE GAS for A Year Sweepstakes**

### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.** The FREE Gas for A Year” Sweepstakes (the “Sweepstakes”) is intended for legal United States citizens with primary residence in Minnesota, Wisconsin and Iowa shall only be construed and evaluated according to applicable U.S. law and applicable state law. Void where prohibited. Do not enter this Sweepstakes if you are not located in one (1) of the three (3) aforementioned States or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored and administered by Minnoco (Minnesota Independent Oil Co. 2886 Middle Street, Little Canada, MN 55117 (the “Sponsor”).

**ELIGIBILITY:** The Sweepstakes is open to legal United States citizens with primary residence in Minnesota, Wisconsin and Iowa, who are at least eighteen (18) years of age or older at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, its respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, MSSA members, Minnoco jobbers, Minnoco Dealers and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Puerto Rico, U.S. territories, and where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed a Winner (as defined below)).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, excluding iHeart Radio which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Central Time (“CT”) on August 26, 2019 and ends at 11:59:59 p.m. CT on October 7, 2019 (“Sweepstakes Period”). The Sponsor’s Loyalty Provider computer is the official time-keeping device for the Sweepstakes and drawing winning person’s name for Free Gas for a Year.

Entrants enter by one of the following ways:

1. *MINNOCO on The GO Opt In* – All Guests downloading the Minnoco App via mobile device, texting to enroll or signing up for a Minnoco on the Go Rewards/Loyalty card will

automatically be opted into the sweepstakes. As a new member or current member of Minnoco on the Go Rewards Program with any purchase as stated in paragraph one (1), will entitle each Loyalty member an official entry to the Free Gas for a Year Sweepstakes.

2. *Via Mail* - During the Sweepstakes Period, eligible Entrants can obtain one (1) Sweepstakes entry per legible hand-printed 3"x 5" card or paper, their full name, complete mailing address, phone number, date of birth, and email address, and mailing the card in an envelope, with proper postage affixed, to: Minnoco Weekly FREE Gas For A Year, Attn: Guest Services, 2886 Middle Street, Little Canada, MN. All entries must be received by October 7, 2019. The postmark date will serve as the entry date. **\*\*NOTE:** Limit one entry per day per guest number of mail-in entries. Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the SPONSOR). Each envelope must be mailed individually. Bulk shipments of entries will not be accepted.

To be valid, each entry must provide all requested information. Proof of entry is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at [www.minnoco.com](http://www.minnoco.com).

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) 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 cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Failure of Minnoco or Tecmark receiving improper information from enrolled guest, cannot hold Minnoco, Tecmark or iHeart Radio responsible for liability. CAUTION: ANY ATTEMPT TO DELIBERATELY

DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties including iHeart Radio, and Sponsor's partners from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of a Prize. Released Parties assume 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. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Failure of Minnoco or Tecmark receiving improper information from enrolled guest, cannot hold Minnoco, Tecmark or iHeart Radio responsible for liability.

**DRAWINGS:** All Prize drawings will be conducted by the Sponsor whose decisions are final and binding. The Sponsor will conduct One (1) Prize drawing after the Sweepstakes Period. The Prize drawings will be conducted on or about October 14<sup>th</sup> at approximately 12pm CST. The Sponsor's Preferred loyalty partner (Tecmark) database computer is the official time-keeping device for the Prize drawing and determination of the prize winner. Entries must be received prior to the Prize drawing and otherwise be eligible for the Prize drawing. Any entry that is not the Winner will be automatically re-entered for further prize and promotional communications. Odds of being a Winner will depend on the total number of eligible entries received during the Sweepstakes Period. The Winner will be contacted by the Sponsor via phone or email. Each Winner may be required to provide proof of identification to the Sponsor. If a potential Winner cannot be contacted or does not reply to notification within twenty-four (24) hours after the first

attempt to contact him/her, the Sponsor may select an alternate potential Winner in his/her place at random from the remaining entries. The Sponsor is not responsible for failure for any reason whatsoever of a Winner to receive notification or for Sponsor's failure to receive the Winner's response.

**PRIZES:** There will be one (1) Winner- **Prize Winner** ("Winner"), upon the Sponsor's confirmation of eligibility, will receive a Free Gas for a Year (\$2,080 in Minnoco Gas Certificates) (1.0 fill up a week at \$40 X 52 weeks = \$2,080) (the "Sweepstakes Prize").

**NOTE: Prize(s) may not be substituted, transferred or exchanged in whole or in part except at the sole discretion of the Sponsor. Gift certificates are subject to the terms and conditions of issuer.**

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Winners agree to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the accepted Prize. Potential Winner must sign and return to the Sponsor, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (the "Affidavit") in order to claim his/her prize. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Sponsor/, which will be used solely for tax reporting purposes.** The Winners are responsible for all local, state, and federal taxes associated with the receipt of the accepted Prize. The Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize, and the Winners are solely responsible for all matters relating to the accepted Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION,

DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S).

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize(s).

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Minnesota, 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 or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or

waiver of, any provision of these Official Rules shall be effective unless in writing and signed by the Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business-size envelope, by May 31, 2019, to: "Minnoco on the Go FREE Gas For A Year" Sweepstakes Winner List Request, 2886 Middle Street. Little Canada, MN 55117.