

## ALLSUP'S FUEL UP YOUR SUMMER SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRANTS MUST BE: (1) A LEGAL RESIDENT OF OKLAHOMA, NEW MEXICO OR TEXAS; AND (2) THE AGE OF MAJORITY IN THE JURISDICTION OF RESIDENCE. CERTAIN RESTRICTIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. **ACCEPTANCE OF OFFICIAL RULES:** By entering the Allsup's Fuel Up Your Summer Sweepstakes (the "Sweepstakes"), you hereby accept and agree to these official rules (the "Official Rules") and the decisions of Allsup's Convenience Stores, LLC. ("Allsup's"), its parents, affiliated companies, subsidiaries, licensees, distributors, dealers, and retailers, in connection with the Sweepstakes, which decisions are final.
2. **ELIGIBILITY:** The Sweepstakes is offered and open to persons who at the time of participation: (a) reside in Oklahoma, New Mexico or Texas; and (b) are the age of majority in the state of residence. Employees, officers, and directors, including immediate family members (spouse, parent, child, and sibling, and their respective spouses, regardless of where they reside), and any person residing in their same households, whether or not related, of Allsup's and any Promotion Party are not eligible to enter the Sweepstakes or win a prize. "Promotion Party" means Allsup's vendors or distributors, administrator, and their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Sweepstakes, and all their employees, officers, and directors. Allsup's will make the final determination as to whether entrants are eligible to take part in the Sweepstakes.
3. **SWEEPSTAKES PERIOD:** Entrants may enter the Sweepstakes between 12:00:01 a.m. CT on May 17, 2020, through 11:59:59 p.m. CT on September 5, 2020 (the "Sweepstakes Period"), and Allsup's will keep the official clock for the Sweepstakes. Entries received after the Sweepstakes Period will not be valid.
4. **ENTERING:** Entrants may obtain entries in the Sweepstakes (each, an "Entry") through any of the methods set forth below:
  - a. ***REGISTER ONLINE:*** Visit [www.allsupcontest.com](http://www.allsupcontest.com) at any time during the Sweepstakes Period and follow the on-screen instructions to provide your name, valid email address, and participating Allsup's store (a "Participating Location"). For information on Participating Locations, visit [www.allsup.com/locations](http://www.allsup.com/locations). Properly registering for the Sweepstakes will provide entrants one (1) Entry.
  - b. ***OPT-IN FOR SWEEPSTAKES INFORMATION AND SPECIAL OFFERS:*** While registering for the Sweepstakes, entrants may check boxes to agree to the receipt of information regarding the Sweepstakes and special offers from Allsup's. Entrants will receive one (1) additional Entry for agreeing to receipt of this information via email and/or one (1) additional Entry for agreeing to receipt of this information via SMS text message. You will be charged for all text messages sent from or received by your handset according to the terms in your individual calling plan with your cellular telephone provider, and Allsup's will not add any additional charge for entries by text message. You must have a text messaging capable telephone and digital service to obtain an Entry using the text message method.

- c. **UPLOAD RECEIPTS FOR QUALIFYING ITEMS:** After registering for the Sweepstakes online, during the Sweepstakes Period entrants may follow the instructions at [www.allsupcontest.com](http://www.allsupcontest.com) and upload an acceptable image of a valid cash register receipt for one of the qualifying items set forth below (each, a “Qualifying Item”) purchased from a Participating Location during the Sweepstakes Period. Entrants will receive one (1) additional Entry per receipt submission and may resubmit the same receipt to receive up to one (1) additional Entry for each Qualifying Item reflected on the receipt.

<b>ELIGIBLE FOR WEEKLY PRIZES ONLY</b>	Buy 2 share size M&M’s for \$4.00 during <b>May ONLY</b>
	Buy 2 share size Snickers for \$4.00 during <b>July ONLY</b>
	Buy 3 Gatorade for \$3.50 throughout the sweepstakes period
	Buy 3 Monster or Hydro for \$5.75 throughout the sweepstakes period
	Buy 2 Reign, get 1 Reign free throughout the sweepstakes period
	Buy 1 Allsup’s Chips or Pork Skins throughout the sweepstakes period
	Buy 1 share size Skittles throughout the sweepstakes period
	Buy 1 Blue Bunny Pint throughout the sweepstakes period
	Buy 2 Powerade (28oz) for \$3.00 throughout the sweepstakes period
	Buy 2 Rockstar for \$3.00 throughout the sweepstakes period for an entry into the Polaris ATV Sweepstakes
<b>ELIGIBLE FOR GRAND PRIZE ONLY</b>	Buy 2 Rockstar for \$3.00 throughout the sweepstakes period for an entry into the Polaris ATV Sweepstakes

- d. **MAIL-IN REQUESTS:** To obtain one (1) Entry, clearly print your name, complete residential address, telephone number, date of birth, and valid e-mail address on a 3” x 5” card and mail in an envelope with proper postage to “Allsup’s Fuel Up Your Summer, 600 Main Street, #300, Tonawanda, NY 14151-0888.” Mail-in requests must be legible, complete, and prepared by entrant. One entrant per request and one request per envelope. The use of mechanical reproduction, computer generation, form filling, automation, or any other method of copying is strictly prohibited, and mail-in requests made in any fashion other than by handwriting are void. Please allow reasonable time for postal processing. Mail-in requests must be postmarked and received during the Sweepstakes Period to qualify. Allsup’s is not responsible for lost, late, damaged, misdirected, mutilated, illegible, incomplete, or postage-due mail-in requests.

In the event of a dispute as to any Entry, the authorized account holder of the email address used to create the Entry will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address, and a potential winner may be required to show proof of being the authorized account holder. Entrants are responsible for all internet access, text message, data, and usage charges. All entry materials become the property of Allsup’s and may not be acknowledged or returned. False or deceptive entry materials or acts will render the entrant ineligible. Allsup’s reserves the right in its sole discretion to disqualify any Entry at any time which in Allsup’s opinion does not comply with these Official Rules. Automated entry information or entry materials generated by robots or scripts are prohibited and will result in immediate disqualification of any and all associated entrants.

5. **PRIVACY POLICY:** Personal information collected from requests for Entry is subject to Allsup’s Privacy Policy as set forth at [www.allsup.com](http://www.allsup.com), which is incorporated herein by reference.

6. **PRIZES:**

- a. **GRAND PRIZE:** One (1) entrant (the “Grand Prize Winner”) will receive one (1) Polaris® Sportsman® 570 all-terrain vehicle with modifications, details of which are available upon request (the “Grand Prize”). The approximate retail value of the Grand Prize is \$6,899.00 (Six Thousand Eight Hundred Ninety-Nine U.S. Dollars). The Grand Prize Winner is solely responsible for registration, title and license fees, insurance, training certifications, and all other costs, expenses, and compliance associated with vehicle registration, operation, and use and all associated laws therewith. To take possession of the Grand Prize, the Grand Prize Winner must demonstrate compliance with applicable state laws regarding any driver’s license, insurance, training certification, or other requirements. The Grand Prize Winner will be issued an IRS 1099 tax form for the actual value of the Grand Prize. All options and upgrades on the vehicle are the sole responsibility of the Grand Prize Winner. The Grand Prize Winner must pick up the Grand Prize at a Participating Location or dealership as selected by Allsup’s in its sole discretion. Once the Grand Prize Winner has been notified that the Grand Prize is available, he or she must pick up the Grand Prize within thirty (30) days of the date of such notification. Allsup’s reserves the right to extend the delivery date of the Grand Prize by up to six (6) months from the date of notification to the Grand Prize Winner. Accessories and options may vary, including without limitation color, and are subject to change without notice. Allsup’s reserves the right to change the Grand Prize at any time without incurring any obligations but in such event will make every effort to provide a prize of equal or greater value. The Grand Prize Winner is not eligible for any cash back or rebate which may be available on the Grand Prize at time of delivery. All other costs and expenses not specified herein, if any, are the sole responsibility of the Grand Prize Winner. All Grand Prize details are provided at the sole discretion of Allsup’s, and the provided approximate retail value of the Grand Prize is an approximation. Any difference between the approximate retail value and the actual cost of the Grand Prize will not be awarded.
- b. **WEEKLY PRIZES:** Twenty-nine (29) total entrants (“Weekly Prize Winners”) will be selected from the total eligible Entries to each receive one (1) prize (“Weekly Prize”) as set forth below:

Weekly Prize	Approximate Retail Value	Quantity	Draw Date and Entries through Date – all dates are in 2020
Ultra-High Definition 65” Samsung TV	\$700.00	1	Draw May 25 from entries received through May 23
Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw May 25 from entries received through May 23
Allsup’s gas gift cards	\$1,500.00	1	Draw June 1 from entries received through May 30
Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw June 1 from entries received through May 30
Ultra-High Definition 65” Samsung TV	\$700.00	1	Draw June 8 from entries received through June 6

Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw June 8 from entries received through June 6
Allsup's gas gift cards	\$1,500.00	1	Draw June 15 from entries received through June 13
Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw June 22 from entries received through June 20
Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw June 22 from entries received through June 20
Allsup's gas gift cards	\$1,500.00	1	Draw June 29 from entries received through June 27
Old Wisconsin Bags Lawn Game	\$200.00	1	Draw June 29 from entries received through June 27
Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw July 6 from entries received through July 4
Allsup's gas gift cards	\$1,500.00	1	Draw July 13 from entries received through July 11
Apple iPad, 10.2" 32GB model	\$350.00	1	Draw July 13 from entries received through July 11
Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw July 20 from entries received through July 18
Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw July 20 from entries received through July 18
Allsup's gas gift cards	\$1,500.00	1	Draw July 27 from entries received through July 25
Apple iPad, 10.2" 32GB model	\$350.00	1	Draw July 27 from entries received through July 25
Santa Cruz Mountain Bike and GoPro 7 Hero, courtesy of Red Bull	\$2,130.00	1	Draw August 3 from entries received through August 1
Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw August 3 from entries received through August 1
Allsup's gas gift cards	\$1,500.00	1	Draw August 10 from entries received through August 8
Apple AirPods	\$150.00	1	Draw August 10 from entries received through August 8
Red Bull Racing Jacket, Backpack, SPECT Sunglasses and Hoody	\$365.00	1	Draw August 17 from entries received through August 15

Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw August 17 from entries received through August 15
Allsup's gas gift cards	\$1,500.00	1	Draw August 24 from entries received through August 22
Microsoft X-Box	\$300.00	1	Draw August 24 from entries received through August 22
Santa Cruz Mountain Bike and GoPro 7 Hero, courtesy of Red Bull	\$2,130.00	1	Draw August 31 from entries received through August 29
Ultra-High Definition 65" Samsung TV	\$700.00	1	Draw August 31 from entries received through August 29
Allsup's gas gift cards	\$1,500.00	1	Draw September 7 from entries received through September 6
<b>Total:</b>		<b>29</b>	

All Weekly Prizes are to be picked up at Allsup's Corporate Offices located at 2112 Thornton, Clovis NM 88102-1907 or will be shipped to the respective Weekly Prize Winner's designated Participating Location or another location selected at the sole discretion of Allsup's. Gas gift cards can be used for the purchase of goods and services at Participating Locations and are not redeemable for cash except where required by law. Lost or stolen gas gift cards cannot be replaced. There are no service fees or expiration dates connected with the use of gas gift cards. To check a card balance, see a store cashier at a Participating Location or check your applicable store receipt. All costs and expenses not specified in the above prize descriptions, if any, are the sole responsibility of the prize winners. All prize details are provided at the sole discretion of Allsup's, and the total approximate retail value of the prizes are approximations. The difference between the approximate retail value and the actual cost of any prize will not be awarded. On prizes with a value of more than \$600.00, an IRS 1099-MISC form for the estimated actual value at the time of delivery will be issued.

c. **TOTAL PRIZES:** Total approximate retail value of all available prizes in the Sweepstakes is \$32,299.00 (Thirty-two Thousand, Two Hundred and Ninety-nine U.S. Dollars).

7. **SELECTION OF WINNERS/DRAWING:** The Grand Prize and Weekly Prizes will be awarded by random drawing. The odds of winning the Grand Prize depend on the number of eligible Entries received during the Sweepstakes Period. The odds of winning a Weekly Prize depend on the number of eligible Entries received during the relevant portion of the Sweepstakes Period. The drawing for the potential Grand Prize Winner will take place on or about September 7, 2020, from among all eligible Entries received during the Sweepstakes Period. The drawings for potential Weekly Prize Winners will take place on or about the dates set forth in Section 6, when the Weekly Prize Winner(s) will be selected from the total eligible Entries received during the Sweepstakes Period through two days prior to the respective drawing dates; provided, however, that: (a) on September 7, 2020, the Grand Prize Winner will be selected before the selection of the Weekly Prize Winner(s) and will not be eligible to receive the subsequently awarded Weekly Prizes; (b) Entries awarded Weekly Prizes will not be eligible for subsequent Weekly Prizes during the Sweepstakes Period but will remain eligible for the Grand Prize; and (c) non-winning Entries will remain eligible for any subsequent drawings for Weekly Prizes and

the Grand Prize. All drawings will be conducted by Allsup's, and its decisions on all matters relating to this Sweepstakes are final and binding in all respects.

8. **LIMITATIONS OF LIABILITY:** Entrants in the Sweepstakes hereby: (a) release Allsup's and its respective parent companies, subsidiaries, affiliated companies, officers, directors, employees, agents, representatives, and Promotion Parties (collectively, the "Released Parties") from any and all liability for any loss, harm, damages, costs, or expenses, including without limitation property damages, personal injury, illness, and death arising out of participation in this Sweepstakes or any Sweepstakes-related activity, or the acceptance, possession, use, or misuse of any prize, and claims based on publicity rights, defamation, invasion of privacy, and merchandise delivery; and (b) indemnify, hold harmless, and defend the Released Parties from and against any and all liability or loss and against all claims or actions identified in the foregoing Section 8(a) or relating thereto. The Released Parties assume no responsibility for human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials or for technical, network, wireless, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Allsup's on account of technical problems, spam filters, or traffic congestion on the internet or via mobile device transmission or any combination thereof, or other technical or human error related to the promotion, execution or administration of the Sweepstakes. No responsibility is assumed for any injury or damage to any entrant's or any other person's computer/mobile device related to or resulting from downloading any materials in the Sweepstakes, for any unavailability of telephone lines, connections, or cellular telephone service, or for any other technical malfunctions that may interfere with any entrant's attempt to enter. Any attempt to deliberately damage any service or website or to undermine the legitimate operations of the Sweepstakes may be a violation of civil or criminal laws, and Allsup's reserves the right to disqualify and seek damages from any such person to the fullest extent of the law. Allsup's reserves the right in its sole discretion to modify, suspend, or terminate the Sweepstakes in whole or in part at any time for any reason without prior notice. THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZES OR ACCESS TO OR USE OF THE SWEEPSTAKES OR INFORMATION RELATING TO ANY OF THE FOREGOING.
9. **GENERAL CONDITIONS:** All federal, state, local, and other tax obligations arising from this Sweepstakes, including without limitation winning the Grand Prize or a Weekly Prize, will be the sole responsibility of each prize winner. Prizes are non-transferable, and no substitution, cash redemption, assignment, or transfer of any prize is permitted. Allsup's reserves the right to change the Grand Prize and the Weekly Prizes at any time without incurring any obligations but in such event will make every effort to provide a prize of equal or greater value. Unclaimed prizes may be awarded to alternate entrants. Potential winners will be notified initially by email or telephone call using the contact information provided in the corresponding Entry. Once contacted, potential winners may be sent a potential winner packet via email and may be required to submit identification and to complete, sign, and return an Affidavit of Eligibility, Publicity Release, and Liability Waiver within five (5) days of attempted notification or the prizes may be forfeited. Except where prohibited by law, any winner's acceptance of a prize constitutes permission for Allsup's to use the prize winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation. All potential winners are subject to verification, including without limitation verification of eligibility, compliance with these Official

Rules, and completion of release forms. In addition, Allsup's reserves the right to require a confidential background check upon a potential winner to help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Allsup's into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Sweepstakes or Allsup's, as determined by Allsup's in its sole discretion, and that the awarding of the prize to the potential winner will not violate applicable U.S. laws or regulations. If a potential winner fails to submit the information for the background check as instructed by Allsup's, or Allsup's determines in its sole discretion that the awarding of the prize may violate applicable U.S. laws or regulations, Allsup's may disqualify the potential winner. If attempted notification is returned as undeliverable after two (2) attempts, if a potential winner is not verified as eligible or cleared via the background check, or if a potential winner is otherwise determined to be ineligible to receive a prize, the prize will be forfeited and may be awarded to an alternate winner in Allsup's sole discretion. The Sweepstakes is void outside of Oklahoma, New Mexico, Texas, and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. If the Sweepstakes is challenged by any legal or regulatory authority, Allsup's reserves the right to discontinue or modify the Sweepstakes, or to disqualify entrants residing in the affected geographic areas. In such event, the Released Parties will not have any liability to any entrants who are disqualified due to such action.

10. **DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. VENUE FOR ANY PROCEEDINGS SHALL BE IN COLLIN COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR INJUNCTIVE OR OTHER EQUITABLE RELIEF. BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.
11. **WINNERS' LIST/RULES:** For Sweepstakes winner information (available after September 7, 2020), or an additional copy of the Official Rules, send a self-addressed, stamped #10 envelope specifying "Winners List" or "Official Rules" to: The Allsup's Fuel Up Your Summer Sweepstakes, c/o WSP International Limited, 600 Main Street, #300, Tonawanda, NY 14151-0888 or email your request to [gamemaster@allsupcontest.com](mailto:gamemaster@allsupcontest.com). Requests must be received by August 25, 2021.
12. **SPONSOR:** The Sweepstakes is presented by BW Gas & Convenience Retail, LLC, d/b/a Allsup's, Beverly, MA 01915, which, at its sole discretion, may delegate any of its duties and responsibilities under these Official Rules to its printers, advertising and promotion agencies, and any and all other companies associated with the presentation of the Sweepstakes, including without limitation the administrator, WSP International Limited, Markham, Ontario L3R 1H5.

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