

The 2022 Kwik Fill Sounds of Christmas Giveaway - OFFICIAL RULES

The 2022 Kwik Fill Sounds of Christmas Giveaway (the "Game"), is offered by United Refining Company of Pennsylvania, DBA Kwik Fill®/Red Apple® Food Marts, who will hereinafter will be referred to as the "Game Sponsor".

NO PURCHASE NECESSARY TO PLAY. Making a purchase will not improve your chances of winning.

General Game Information: The Game is being offered through the Kwik Fill®/Red Apple® chain in New York, Pennsylvania, and Ohio. Void elsewhere and where prohibited. No Purchase Necessary. The Game is primarily an Internet-based online giveaway requiring access to kwikfill.com and facebook.com® via the Internet. **Enter without Internet connectivity** by sending Name, Mailing Address, Phone Number, and Self Addressed Stamped Envelope, and Email Address (optional) to: **2022 Kwik Fill Sounds of Christmas Giveaway**, P.O. Box 808, Warren, PA 16365. Requests must be received by December 16, 2022 to be eligible for the final drawing. Limit one entry per outer mailing envelope. No mechanically reproduced or computer-generated requests allowed.

1) GAME DATES: The Game begins on November 1, 2022, (the "Game Start Date"), and ends December 20, 2022 (the "Game End Date") with the final prize drawing. The period between the Game Start Date and the Game End Date is known as the "Game Period." **Online entry will close at 11:59pm December 18th. Grand Prize winners will be drawn December 19th.**

2) WHO CAN PLAY (Eligibility): The Game is open to all legal residents of New York, Pennsylvania, and Ohio who are 18 years of age or older as of Game Start Date. Employees of Game Sponsor, its parent company, affiliates, subsidiaries, distributors, sales representatives, advertising and promotion agencies, agents, or any entity that Game Sponsor contracts with, specific to this Game, and members of the immediate families (defined, for these purposes as including spouse, parents, children, siblings, and each of their respective spouses) and/or households (whether related or not) of any of the above, are NOT eligible to play or win prizes in this Game. The Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to the Official Rules and Game Sponsor's decisions, which are final and binding in all matters related to the Game. Winning prizes is contingent upon fulfilling all requirements set forth herein.

3) HOW TO PLAY: There are two ways to enter the Game: (no purchase necessary)

1. Go to www.kwikfill.com/win or www.facebook.com/kwikfill and follow the links to enter. **Participants may enter once per day.**
2. If No Online Access: Send Name, Mailing Address, Phone Number, and Email Address (optional) to **2022 Kwik Fill Sounds of Christmas Giveaway**, P.O. Box 808, Warren, PA 16365 for one entry in the giveaway. Mail-In Entries must be received by December 16, 2022. **One entry per envelope.**

4) Available Prizes and Odds of winning:

A. Weekday and Weekly Prizes:

Qty.	Prize	Approx. Ret. Value	Odds
34	\$50 Kwik Fill Gift Cards o One drawn each weekday from all available entries (November 1st through December 16th)	\$50.00	Depends on total number of entries
7	JBL Vibe True Wireless In-ear Headphones and a \$100 Kwik Fill Gift Card o Drawn once Weekly (Nov. 4, 11, 18, 25; Dec. 2, 9, 16)	\$130.00	Depends on total number of entries

B. Grand Prizes (drawn December 19th)

Qty.	Prize	Approx. Ret. Value	Odds
1	\$1,000 Apple iPad Pro (128GB, WiFi only)	\$1,000.00	Depends on total number of entries
1	\$1,500 Kwik Fill Gas a. Awarded as Three (3) \$500 Kwik Fill Gift Cards	\$1,500.00	Depends on total number of entries
1	4K Entertainment Package a. LG UP8000 65" 4K Smart LED TV b. LG S75Q 380W 3.1.2-Channel Soundbar System c. Sennheiser RS 175 Digital Wireless Headphone System d. Roku 4K UHD Streaming Player with Voice Remote e. One 6' HDMI Cable f. \$150 Kwik Fill Gift Card	\$1,500.00	Depends on total number of entries
1	\$2,500 Kwik Fill Gas b. Awarded as Five (5) \$500 Kwik Fill Gift Cards	\$2,500.00	Depends on total number of entries
1	Musical Instrument Bundle a. Taylor 314ce Acoustic Electric Guitar b. Yamaha P-125B Keyboard with stand and bench c. Recording King Mandolin d. Fender Ukulele e. Stagg Bongos f. \$150 Kwik Fill Gift Card	\$4,000.00	Depends on total number of entries
1	\$5,000 Cash and Gas a. \$2,500 Cash b. \$2,500 Kwik Fill Gas Card	\$5,000.00	Depends on total number of entries

5) RELEASE: By accepting a prize, each winner in this Game agrees to release the Game Sponsor, its parent company, affiliates, subsidiaries, advertising, promotional and fulfillment agencies, legal advisors and the directors, officers, shareholders, employees and agents of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Game or the acceptance, possession or use/misuse of any prize, or participation in any prize related activities, including but not limited to travel related thereto. If any prize or prize notification from Game Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question.

6) PUBLICITY: Acceptance of a prize constitutes permission for Game Sponsor to use any winner's name, likeness, voice, and/or comments for advertising, trade or promotional purposes worldwide in commerce and in any media without limitation or additional compensation unless prohibited by law. As a condition of receiving the prize, the winner may be required to sign a written permission form effecting said permission for the aforementioned purposes. The names of major prize winners will be posted at www.kwikfill.com and will also be available by mail request following verification of all prize winners, as noted in Rule 8.

7) GENERAL TERMS AND CONDITIONS: Participation in the Game constitutes the entrant's ("you" or "your") full and unconditional agreement to and acceptance of these Official Rules including the decisions of Game Sponsor and its designees, which are final with respect to all matters relating to the Game. This Game is void outside Pennsylvania, New York, and Ohio and where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations. All taxes on prizes are the sole responsibility of the prizewinners (See Rule 9). Game Sponsor is not acting as the manufacturer or distributor of any prize. Photographs of prizes depicted in game materials may vary slightly from the actual prize awarded; refer to description provided herein. Should any advertised prize become unavailable, the Game Sponsor will award a similar prize of equal or greater value. Game Sponsor, acting as a consumer, acquired the prize(s) for purposes of awarding them to winners in the Game. Participants agree to bring any claims relating to the prize(s) solely against the prize's manufacturer. Participants acknowledge that the Game Sponsor has not made any representation or warranties with respect to the prize(s). Prizewinners shall have 15 days from receipt of prize to file a claim related to any damage occurring during shipping. Any prize damaged during shipping may, at Game Sponsor's discretion, be replaced by a similar prize of equal value. After 15 days, Game Sponsor is no longer liable for any damages or issues with the prize. If any prize or prize notification from Game Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. Product and company names are trademarks™ or registered® trademarks of their respective holders; use of them does not imply any affiliation with or endorsement by them. Game Sponsor is not responsible for typographical errors outside its control.

8) RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Game, Entrants agree to release and hold harmless the Sponsor, the Administrator, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Game or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Game; (c) printing errors; (d) errors in the administration of the Game or the processing of entries; or (e) 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 Game or receipt of any 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 Game or downloading any materials in this Game. 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 Game, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

9) WINNER OBLIGATIONS: Receiving the prize is contingent upon compliance with these Official Rules. Winners of prizes valued over \$600 will be required to furnish appropriate proof of ID and a W-9 form in accordance with all applicable Federal and State tax laws. A 1099 Form will be issued showing any applicable winnings. If you are 18 years of age but considered a minor in the state in which you reside, your parent or legal guardian must also sign the required documents. If you fail to return the documents within the stated period, or if you are deemed ineligible for any reason, you will be disqualified and the prize to which your claim related will be forfeited. Prizes consist only of the items described herein. All other costs, fees and taxes associated with or accruing from the winners' receipt of the prizes will be the responsibility of the winners.

10) RESTRICTIONS: The following are prohibited and will result in automatic disqualification from the Game: 1) using any method that artificially increases odds of winning; 2) non-compliance with these Official Rules; and 3) any other act which the Game Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Game. Game Sponsor further reserves the right, at its sole discretion, to prosecute any individual who tampers with or attempts to tamper with the entry process. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE, AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

11) USE OF DATA: First and foremost, understand that your privacy is our primary concern. We do not sell or give your information to anyone. All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.kwikfill.com/privacy-policy>. By participating in the Game and providing your email address or any other applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information for the purpose of this Game and acknowledge that they have read and accepted Sponsor's Privacy Policy. Except for a winning email notification, Entrants will not receive Kwik Fill email correspondence unless requested. Email Marketing Opt-In opportunities will be clearly marked and are completely optional.

12) DISPUTES: By entering the Game, Entrants agree that 1) Any and all disputes, claims, and causes of action arising out of or connected with the Game, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Game but in no event attorneys' fees; and 3) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Game, shall be governed by, and construed in accordance with United States law the law of Pennsylvania. Any legal proceedings arising out of this Game or relating to these Official Rules shall be instituted only in the federal or state courts of serving Pennsylvania, and Entrants and the parties' consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13) LIST OF WINNERS: After winner confirmation is complete, the names of the major prize winners will be available at www.kwikfill.com or by sending a self-addressed, stamped envelope by January 31, 2023, to 2022 Kwik Fill Sounds of Christmas Giveaway Winners, P.O. Box 808, Warren, PA 16365. Please specify "Winners List" in your request.

14) FORCE MAJEURE: Game Sponsor shall be excused from any performance of its obligations to the extent that such performance is prevented by conditions beyond its control, including but not limited to, acts of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, civil commotion, epidemic, pandemic, destruction of facilities or materials by fire, earthquake, storm or like catastrophe.