

Handy Mart Rewards Gas Sweepstakes Official Rules

1. How it works:

From August 26, 2019 through November 17, 2019, (The Sweepstakes Period) or while supplies last, contestants may visit participating Handy Mart (Sponsor) Locations and enter for a chance to win one of the prizes specified below.

2. Eligibility

Grand Prize: Open to legal U.S. Residents who reside in NC and are 18 years of age or older at time of entry and who are, or who register to become, Handy Mart Rewards members with a valid email and phone number on file (Contestant). Email and phone numbers will be used for notification purposes only unless participant has “opted-in” to marketing offers. Employees of the sponsor, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of all immediate family and/or those living in the same household of each) are not eligible.

Weekly Prizes: Open to legal U.S. Residents who reside in NC and are 18 years of age or older at time of entry and who are, or who register to become, Handy Mart Rewards members with a valid email and phone number on file (Contestant).

3. How to Play:

Grand Prize: From August 26, 2019 through November 17, 2019, or while supplies last, an eligible Contestant may make a purchase with a Handy Mart Rewards Card at a participating Handy Mart location (a “qualified transaction”) and be automatically entered into a random drawing for one (1) year of free gas. A “qualified transaction” means any purchase except a lottery paid out only transaction. Each qualified transaction is an entry, but entries, including mail-in entries, will be held on or about November 24, 2019. The grand prize shall be awarded in the form of a \$2,000 Handy Mart Gift Card. The calculation of the value for the card is as follows: $15 \text{ (gallons on avg. fill-up)} \times \$2.50 \text{ (Avg. gas retail)} \times 52 \text{ weeks} = \$1,950.00 \text{ (+\$50 bonus)} = \$2,000$. The Grand Prize will be given to the winning Contestant after being contacted by Sponsor, validation of Handy Mart Rewards Account registration information, compliance with these Official Rules, and execution of an Affidavit of Eligibility and Release of Liability Form. All potential winners are subject to verification of eligibility and compliance with the sweepstakes rules before any prize will be awarded. All taxes on any prize are the sole responsibility of the winner.

Weekly Prizes: From August 26, 2019 through November 17, 2019, or while supplies last, an eligible Contestant may make a purchase with a Handy Mart Rewards Card inside participating Sponsor location (a “Qualified Transaction”). A “qualified transaction” means any purchase except a lottery paid-out only transaction. This prize will be awarded to a random cardholder who has been active with their Handy Mart Card usage within the last 30 days. Weekly Prizes will be given to the winning Contestants after being contacted by Sponsor, validation of Handy Mart Rewards Account registration information, compliance with these Official Rules, and

execution of an Affidavit of Eligibility and Release of Liability Form. All potential winners are subject to verification of eligibility and compliance with the sweepstakes rules before any prize will be awarded. All taxes on any prize are the sole responsibility of the winner. The Weekly Prize will be a \$100 Handy Mart Gift Card, which will be offered after contact with Contestant by Sponsor. 12 or more Weekly Prizes will be awarded during Sweepstakes Period.

4. How to Play Without Purchase:

Grand Prize: To enter by mail without a purchase, print your complete name, Handy Mart Rewards Card 16 digit number, complete mailing address, city, state, zip code, date of birth (MM/DD/YYYY), valid daytime and evening phone numbers, and email address on a 3" X 5" card and mail your card to: Handy Mart Rewards Gas Sweepstakes, PO Box 6099, Twin Falls, ID 83303. Illegible or incomplete entries are void. Sponsor and affiliates are not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. A random drawing from all entries, including mail-in entries, will take place around November 24, 2019 with promotion ending November 17, 2019.

5. Conditions of Participation:

Any additional awards given during this promotional timeframe will be subject to the same rules and requirements as the Grand and Weekly Prizes. Entries not legitimately obtained and/or used in accordance with these Official Rules are VOID. Use of any automated system to participate is prohibited and will result in disqualification. Drawing will be administered by affiliate rewards system known as Kickback Rewards Systems. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state, and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without any additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes, or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Handy Mart Rewards Cards.

6. Prizes and Approximate Retail Values:

Instant Prizes: 12 available X \$100 Gift Cards = \$1200 total value (\$100 per winning contestant)

Grand Prize: 15 gallon avg. fill-up X \$2.50 avg. gas price X 52 weeks = \$1,950 (+\$50 bonus) = \$2,000 total value

7. Indemnification:

By participating in this Promotion and/or accepting a prize, Contestants agree to release, discharge, indemnify and hold harmless the Sponsor and each of its respective officers, directors, employees, representatives, agents, advertising and promotional agencies from and against any claims made by winners, entrants, or any other third parties, related in any way to the operation of this Promotion as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this promotion.

8. Internet:

In the event of a dispute as to any registration or play, the authorized account holder of the Handy Mart Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Handy Mart Rewards Account by Sponsor or other entity responsible for assigning Handy Mart Rewards accounts for the sponsor (Kickback Rewards Systems). Potential winners may be required to show proof of being authorized account holder, such as picture identification. Sponsor is not responsible for electronic transmission errors resulting in 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, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend any and all aspects of the Promotion. Sponsor and Rewards system (Kickback Rewards Systems) reserve the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web Site or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. Governing law; Disputes:

Contestant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this promotion or any prize awarded shall be resolved individually, without resort to any form of class action. (ii) any and all claims, judgements, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorney's fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some courts and jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you. Except where prohibited by law, all issues concerning the construction, validity, and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of North Carolina, without regard to conflicts of law rules.

10. Winner's List:

For the names of the Grand Prize winner, mail a stamped self-addressed envelope to: Handy Mart Gas Sweepstakes Winner, C/O Kickback Rewards Systems, PO Box 6099, Twin Falls, ID 83303. Requests must be received by November 30, 2019.

11. Sponsor:

Handy Mart, PO Drawer 649, Mount Olive, NC 28365