

## **Tri Star Racing Sweepstakes - Official Rules**

## NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING COMPARED TO A MAILED ENTRY. VOID WHERE PROHIBITED BY LAW.

By entering this sweepstakes, you agree to the following official rules ("Official Rules"):

**Sponsor:** The sponsor of this sweepstakes is Tri Star Energy\_\_\_\_\_d/b/a \_\_Twice Daily/Sudden Service/Little General\_\_\_\_\_ ("Sponsor"), with an office at 1740 Ed. Temple Blvd. Nashville, TN 37208\_\_\_\_\_(address).

**Eligibility:** The sweepstakes is only open to persons who are (i) at least 21 years of age on the date of entry, and (ii) U.S. residents residing in Tennessee, Kentucky, Alabama, or Florida. Owners, officers or employees of the Sponsor or its affiliated entities and their immediate family members and those living in the same household are not eligible.

## How It Works: There are two ways to enter:

- A) Enroll in the Loyalty Program in person at any Twice Daily, Sudden Service or Little General store or online at <u>Rewards Program | Twice Daily | Earn Free Coffee ) twicedaily.com</u>, <u>Rewards Program | Sudden Service</u> <u>Convenience Stores (suddenserviceonline.com)</u> or <u>Rewards Program | Little General (littlegeneralstores.com)</u> or through the Twice Daily & White Bison Rewards/Sudden Rewards/ Little General Rewards apps.
- B) Mail a 3x5 index card with your hand printed name, street address (no PO Boxes), city, state, zip code, date of birth, daytime and evening telephone numbers, and email address. Mail your entry in a hand addressed, business size envelope with first class postage to \_Tri Star Energy\_, attn: <u>Tri Star Racing Sweepstakes</u>, <u>1740 Ed. Temple Blvd.</u> <u>Nashville, TN 37208 (address)</u>. Limit five mailed entries per person, per day, per stamped envelope.

No mechanically reproduced, automated, incomplete or illegible entries will be accepted. Sponsor is not responsible for lost, late, damaged, delayed or postage-due entries.

Entries will be accepted 04/28/25 through 05/23/25.

**Prizes:** The winner of the Drawing will be eligible for the following prize: <u>Two tickets to the NASCAR Cup Series held</u> <u>in Nashville May 30th through June 1st, 2025</u>. Prizes are non-transferable. No substitutions are permitted. All federal, state, and local taxes, fees and expenses related to acceptance of the prize (if any) are the sole responsibility of the winner.

**Winner Selection and Notification:** Each entrant can win a maximum of one prize during this promotion. Prize winners will be selected at random from all eligible entries during the promotion period. Winners will be notified via telephone and email provided in the Loyalty Program or mailed entry. Odds of winning depend on the number of eligible entries; a purchase does not improve the odds of winning compared to a mailed entry. Sponsor reserves the right to verify the eligibility of any potential winner and to require the execution and return of prize claim documents as a condition of winning. All decisions by Sponsor's judges are final. Winners have 30 days from the day of the Drawing to claim the Prize. Unclaimed prizes may be cancelled or awarded to another winner at Sponsor's sole discretion. Failure to meet these conditions will result in disqualification.



General: Sponsor may discontinue or suspend the sweepstakes at any time. This sweepstakes is subject to all applicable federal, state, and local laws and regulations. By entering the sweepstakes, each entrant and prize winner agrees as follows: (1) to be bound by these Official Rules; (2) to the use by Sponsor of his/her name, voice, likeness, city and state of residence and/or photograph for promotional purposes in any and all media without additional compensation, notification or permission unless prohibited by law; (3) to release and hold harmless Sponsor 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: (a) lost, late, illegible entries, stolen, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified; and (b) 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 entry information by Sponsor for any reason whatsoever; (4) to waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages; and (5) to acknowledge that Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor reserves the right to disgualify any entry or prohibit the participation of any individual in the event that Sponsor suspects fraud, tampering, cheating, hacking, deception, unfair play, or failure to comply with these Official Rules. These Official Rules and any other matter regarding this sweepstakes shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws rules. Any controversy or claim arising out of or relating to these Official Rules and/or the sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and shall be conducted in Tennessee.

**Winner's List:** A list of winners will be provided to any entrant upon written request to the Sponsor at its address above, accompanied by a self-addressed, stamped envelope, no later than 30 days after the end of the promotion period.

LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES: IN NO EVENT WILL SPONSOR OR AMERICAN SNUFF COMPANY, LLC ("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 THIS PROMOTION. BY PARTICIPATING IN THIS PROMOTION, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST. ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZES, ENTRY OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY. IN NO EVENT SHALL SPONSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, EVERYTHING ASSOCIATED WITH THE PROMOTION INCLUDING THE PRIZE ARE PROVIDED "AS IS" WITHOUT WARBANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.