

# MOUNTAIN DEW® BOAT GIVEAWAY

## OFFICIAL RULES



NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MTN DEW BOAT/YETI GIVEAWAY (THE "SWEEPSTAKES") IS ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATE OF IA, IL, MI, MN OR WI THROUGHOUT THE SWEEPSTAKES PERIOD AND WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE UNITED STATES LAW. SWEEPSTAKES BEGINS JUNE 1, 2019 AT 12:01 A.M. CT AND ENDS JULY 31, 2019 AT 11:59 P.M. CT (THE "SWEEPSTAKES PERIOD"); HOWEVER, SPONSOR, KWIK TRIP, RESERVES THE RIGHT TO END THE SWEEPSTAKES AT ANY TIME. VOID WHERE PROHIBITED.

### **SPONSOR:**

The MTN Dew® Boat/Yeti® Giveaway (the "Sweepstakes") is sponsored by Kwik Trip (the "Sponsor").

### **ADMINISTRATOR:**

The MTN Dew® Boat/Yeti® Giveaway is administered by North America Branding (the "Administrator").

### **CONDUCT:**

This sweepstakes is governed by these official rules ("Official Rules"). By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. The Official Rules will be posted on the website throughout the Sweepstakes Period at <https://www.kwiktrip.com/ContestRules>. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or the website; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

### **ELIGIBILITY:**

NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. To enter the Kwik Trip MTN Dew Boat Giveaway, entrants: (i) must be 18 years of age or older at the time of entry (ii) must be a legal resident of Illinois, Iowa, Michigan, Minnesota or Wisconsin, and, (iii) must not be considered a minor or legally incompetent in your state of residence. Sweepstakes is void in New York, Florida, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. Making a purchase will not improve chances of winning. Employees, officers and directors of Kwik Trip, Inc. (the "Sponsor"), their respective parents, subsidiaries, licensees, agencies and affiliates and members of the immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household (whether related or not) of such individuals (the "Sweepstakes Entities") are not eligible. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

### **SWEEPSTAKES PERIOD:**

The Sweepstakes begins at 12:01 A.M. Central Time (CT) on June 1, 2019 and ends at 11:59 P.M. on July 31, 2019. All entries must be received by 11:59 P.M. on July 31, 2019. Sponsor reserves the right to extend or shorten the contest at their sole discretion.

### **HOW TO ENTER:**

#### **There three ways to enter:**

- (1) Enter at a Kwik Trip Location:** Buy a qualified Mtn Dew Product at any Kwik Trip Location using a registered Kwik Rewards Card and you will automatically earn one entry per eligible item purchased. Qualified products include Mtn Dew 12 oz. or 16 oz. cans, 20 oz. bottles or 1-liter bottles.
- (2) Enter Via Mail:** Send Name, Address, Phone Number and E-mail Address on a hand written, stamped 5x7 card to: KT/Dew Boat/Yeti Sweeps, PO Box 264, Elysian, MN 56028. Each card will be considered 1 entry, cards with multiple entries will not be processed. The entry must be postmarked on or prior to 7/31/2019.
- (3) Spend Rewards Points** on Sweepstakes entries within a registered Kwik Rewards account. During the Sweepstakes Period, log in to your Kwik Rewards account via [www.kwikrewards.com](http://www.kwikrewards.com) or the Kwik Rewards mobile app on iOS or Android, navigate to the Sweepstakes section and follow the on-screen prompts to spend a given number of eligible points on entries into the Sweepstakes.

**ENTRY LIMIT:** There is no limit to Sweepstakes entries per person during the Sweepstakes Period; any combination of methods of entry will be accepted. Multiple entrants are not allowed to share the same email address or Kwik Rewards Card. Any use of Robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant.

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All entries become the property of the Sponsor and will not be acknowledged or returned. It is solely the responsibility of the entrant to notify the "Sponsor" in writing if the entrant changes his or her address, phone number or email address during the Sweepstakes Period. Entry in whole or in part, commercially or non-commercially, in any media, in perpetuity, worldwide, including the right to publish and display the Entry for advertising and publicity, and to edit and make derivative works, all without additional notification, review, approval or compensation to anyone, including Entrant. Additionally, Entrant agrees that Kwik Trip may post the Entry (including your name), or any portion thereof, on the Website and/or its webpages on third-party sites, and/or use in any media.

### PRIZES:

**(1) GRAND PRIZE:** One (1) entrant will be randomly selected to win an Alumacraft® Boat, Evinrude® Motor and Shoreland'r® Trailer Package (**ARV = \$19,879.00**):

- One (1) Alumacraft® Escape 165 CS CVGE Boat
- One (1) Evinrude® E-TEC E25DPGL 25 HP Motor
- One (1) Shoreland'r® Trailer
- Boat rigging, setup and delivery.

**(61) WEEKLY PRIZES:** Sixty-One (61) entrants will be randomly selected to win a Yeti® Flip 18 Custom MTN Dew Soft Sided Cooler. (**61x\$319.99 each. ARV = \$19,519.39**)

### TOTAL ARV OF ALL PRIZES (\$39,398.39)

Prizes are nontransferable, nonnegotiable and nondivisible, unless otherwise stated in writing or agreed to in writing by the Sponsor. All winners are required to share a mailing address in order to claim their prize. Limit one (1) weekly prize awarded per entrant. The Grand Prize Boat, Motor, Trailer Package will be drawn of all eligible entries regardless of whether the entrant was a weekly prize winner.

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Winners acknowledge that the Official Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

### ODDS:

The odds of winning depend on the number of eligible entries received.

### RANDOM DRAWINGS:

Prize winners will be selected in random drawings by the Administrator from among all eligible entries received.

Weekly prize drawings will be held every Friday beginning on or about June 7, 2019, and continue through the final drawing on August 2, 2019. Seven (7) Prizes will be assigned on each draw session June 7, June 14, June 21, June 28, July 5, July 12, July 19 and July 26, 2019. Five (5) prizes will be drawn on August 2, 2019. One (1) Grand Prize Boat, Motor, Trailer package will be drawn on or about August 9, 2019.

To be eligible for drawings, the eligible entry must be received by the Thursday prior to the drawing. Entries eligible for one drawing will remain eligible for all subsequent drawings. Unclaimed prizes will not be awarded.

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### **PRIZE WINNER NOTIFICATION:**

The potential winners will be notified from the administrator within three (3) business days of drawing. Each entrant is responsible for monitoring for prize notification or other communications related to this sweepstakes. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within fourteen (14) days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner may be selected.

If a winner is otherwise eligible under these Official Rules, but is deemed a minor in his or her state of primary residence, the prize may be awarded in the name of winner's parent or legal guardian who will be required to execute, sign, and return an Affidavit of Eligibility, a Liability Waiver (where legal), and where allowable, a Publicity Release (collectively, "the Releases") on minor's behalf within ten (10) business days from notification. Noncompliance will result in disqualification and an alternate winner may be selected. If the Releases are returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing.

Upon the request of the Sponsor, Winner will be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If Winner fails to comply with these Official Rules, that winner will be disqualified. ALL FEDERAL, STATE, LOCAL AND INCOME TAXES ON PRIZES AND EXPENSES RELATING TO ACCEPTANCE AND USE OF PRIZES NOT SPECIFIED ARE THE SOLE RESPONSIBILITY OF THE WINNER.

### **ADDITIONAL LIMITATIONS:**

If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or 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 disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. Sponsor assumes 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. The Sponsor is not responsible for any problems or technical malfunctions or any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

### **PUBLICITY:**

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Except as expressly stated in these official rules, no substitution, cash redemption or transfer of prize allowed, but Sponsor reserves the right to substitute for the advertised prize, a prize of equal or greater value if the advertised prize becomes unavailable for any reason.

### **NO LIABILITY:**

By entering the Sweepstakes, entrants agree to these Official Rules and the decision of the Sponsor. All winners release, discharge, indemnify and hold harmless Sponsor, its subsidiaries, affiliates, directors, officers, employees and agents, and its advertising and promotion agencies of each (the "Sweepstakes Entities") from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. 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.

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In no event will Sponsor or the Sweepstakes Entities be held liable to any entrants for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Sponsor and the Sweepstakes Entities are not responsible and shall not be liable for: (a) any error which may occur in the processing of any and all entries; (b) lost, late or misdirected entries; or (c) any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Sweepstakes or any portion thereof should any causes corrupt the administration, security or proper operation of the Sweepstakes, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by the Sponsor.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or any other Social Platforms. Entrants are providing their information to Kwik Trip Inc. The information provided will only be used for the purposes of this promotion unless otherwise requested by entrant.

### **CHOICE OF LAW AND VENUE:**

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Wisconsin. The remedy for any and all claims shall be limited to actual damages, and in no event shall any entrant be entitled to recover punitive, incidental and consequential damages, including attorney's fees or any other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor or Sweepstakes Entities in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard for conflicts of law doctrine, and all proceedings shall take place in La Crosse County, State of Wisconsin.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THE SWEEPSTAKES WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

### **PRIVACY:**

Personal information collected from online entrants is subject to the Sponsor's privacy policy at <https://www.kwiktrip.com/privacy-terms>.

### **WINNERS LIST:**

An official winners list will be available at [www.kwiktrip.com/sweepstakes](http://www.kwiktrip.com/sweepstakes) for a minimum of 30 days following the final Prize awarding after the end of the Sweepstakes Period.