

# Packers Tickets Facebook Giveaway

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PACKERS TICKETS FACEBOOK GIVEAWAY (THE "SWEEPSTAKES") IS ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATES OF MN, WI, IA, IL OR MI 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 UNITED STATES LAW. THE SWEEPSTAKES STARTS 10/27/21 AT 8:00:01 P.M. CT AND ENDS 11/2/21 AT 11:59:59 P.M. CT (THE "SWEEPSTAKES PERIOD"); HOWEVER, SPONSOR RESERVES THE RIGHT TO END THE SWEEPSTAKES AT ANY TIME. VOID WHERE PROHIBITED. THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.

### **SPONSOR:**

The PACKERS TICKETS FACEBOOK GIVEAWAY (the "Sweepstakes") is sponsored by Kwik Trip, Inc. (the "Sponsor" or "Kwik Trip").

### **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 shall be final and binding in all respects. The Official Rules will be posted on the following website throughout the Sweepstakes Period: <http://www.kwiktrip.com/sweepstakes>. Failure to comply with these Official Rules may result in disqualification. The 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 the Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

### **ELIGIBILITY:**

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. To enter the Sweepstakes, entrants: (i) must be 18 years of age or older at the time of entry (ii) must be a legal resident of Minnesota, Wisconsin, Iowa, Illinois or Michigan and, (iii) must not be considered a minor or legally incompetent in your state of residence. The Sweepstakes is void in New York, Florida, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees, officers and directors of Sponsor, their respective parents, subsidiaries, licensees, agencies and affiliates and members of the immediate families and persons living in the same household (whether related or not) of such individuals of Sponsor or other company involved with the design, production, execution or distribution of this Sweepstakes are not eligible to participate in the Sweepstakes or to win any prizes. Any Sweepstakes entries received from an ineligible participant will be disqualified.

### **SWEEPSTAKES PERIOD:**

The Sponsor reserves the right to extend or shorten the contest in its sole discretion. Sweepstakes entry method systems will be the official timekeeping devices.

### **HOW TO ENTER:**

There is one (1) way to enter: Visit the Sponsor Facebook page found at [www.facebook.com/kwiktrip](http://www.facebook.com/kwiktrip) and follow the on-screen instructions to complete the Sweepstakes entry process by commenting and tagging at least one person within the Packers Tickets Facebook Giveaway post ("Sweepstakes Facebook Post"). All entries become the property of the Sponsor and will not be acknowledged or returned. Unless

otherwise specified, all entries must be submitted during the Sweepstakes Period. All eligible entries have an equal chance of winning.

Limit: There is a limit of one (1) Sweepstakes entry per person during the Sweepstakes Period, which is defined as one (1) Facebook comment within the Sweepstakes Facebook Post per person. Although subsequent attempts to enter during the Sweepstakes Period may be received, only the first complete entry received per person will be considered eligible; subsequent attempts to enter by the same person will be disqualified. Multiple entrants are not permitted to share the same Facebook account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. All entry submissions must be manually keystroked and manually entered by the individual entrant; 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. If, at any time, you have a specific question or concern, or if you encounter an accessibility issue regarding the Sweepstakes, please contact us at <https://www.kwiktrip.com/contact-us>.

The name of the person submitting the Sweepstake entry within the Sweepstakes Facebook Post must be the name of the person who owns the Facebook account in order to be considered eligible. All ineligible entries will be disqualified. In the event of a dispute over the identity of a potential winner, online entries will be declared made by the authorized account holder of the Facebook account submitted at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder. It is solely the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his/her Facebook account during the Sweepstakes Period.

Entrant agrees that the Sponsor may use or disclose his or her entry in whole or in part, commercially or noncommercially, 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.

All entrants consent to Sponsor's right to contact the entrant after entrant's entry into the Sweepstakes for purposes of Prize notification or other correspondence relating to the Sweepstakes. The Sponsor may contact an entrant by means of any correspondence or communication, including emailing, telephone calls, or text messages. By submitting an entry into the Sweepstakes, the entrant is consenting to use of his or her personal information as set forth in the Sponsor's privacy policy at <https://www.kwiktrip.com/privacy-terms>.

**PRIZES:**

One (1) entry will be randomly selected to win two (2) Packers Suite tickets for the Packers vs. Bears game on December 12, 2021 (Approximate Retail Value:\$298) (the "Prize"). The Prize is nontransferable, nonnegotiable and nondivisible, unless otherwise stated in writing or agreed to in writing by the Sponsor. Any difference between the approximate retail value and actual cost will, if any, will not be awarded. Winner's personal information related to Sweepstakes entry, including, but not limited to, first and last names, full mailing address, phone number, and/or email address, may be shared with other companies involved with the design, production, execution or distribution of this Sweepstakes for the purpose of Prize awarding and delivery. Prize will be shipped to the winners' home addresses at no cost to the winners. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied by the Sponsor. Winners acknowledge that the 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 to the quality, conditions, fitness or merchantability of any aspect of the Prize being offered, except that the 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 DRAWING:**

All eligible entries received during the Sweepstakes Period will be gathered into a database at the end of the Sweepstakes Period. The drawing for the Prize will be randomly awarded to one (1) winners among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted on or around 11/3/21.

**PRIZE WINNER NOTIFICATION:**

The winner will be notified via Facebook Messenger, email or phone call (or by mail if required by law) and required to provide their mailing address within three (3) business days via return Facebook Messenger, email or phone call. If the Sponsor does not receive a response via email or phone within three (3) business days, one (1) Facebook message may be left for the potential winners if possible. Each entrant is responsible for monitoring for Prize notification or other communications related to this Sweepstakes. The Sponsor shall have no liability for winners' failure to receive notices due to spam, junk email or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If a winner cannot be contacted, is ineligible, fails to claim the Prize within three (3) days from the time award notification was sent (or seven (7) days in the case of a mail notification), 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. Up to three (3) alternates per winning entry drawn may be selected as time permits for reasonable awarding of the Prize. If all alternates fail to claim the Prize, the Prize may not be awarded at the discretion of the Sponsor.

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, the winner may 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, the Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. The 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 email 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 into the Sweepstakes 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 the Prize is allowed, but the 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 all decisions of the Sponsor. Winners release, discharge, indemnify and hold harmless the Sponsor, its subsidiaries, affiliates, directors, officers, employees and agents, and the 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. The 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.

The 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 a winner from entries received prior to the action taken or in such other manner as deemed fair and appropriate by the Sponsor. This Sweepstakes 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. and not to Facebook. The information provided will only be used for the purpose of this promotion unless otherwise requested by entrant.

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. and not to Facebook. The information provided will only be used for the purpose of the Sweepstakes unless otherwise requested by the 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. 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 the 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 may be requested by sending a stamped, self-addressed envelope (no later than 12/1/2021 to Kwik Trip, Inc., Packers Tickets Facebook Giveaway, Attn: Winners List, 1626 Oak Street P.O. Box 1477, La Crosse, WI 54602-2107.

**CONTACT:**

For Sweepstakes inquiries, contact [kwikrewards@kwiktrip.com](mailto:kwikrewards@kwiktrip.com), 1-800-305-6666, or Kwik Trip, Inc. – Sweepstakes, [1626](#) Oak Street P.O. Box [1477](#), La Crosse, WI [54602](#)-2107.

**LIMITATION OF LIABILITY:**

**IN NO EVENT SHALL THE SPONSOR BE LIABLE TO ANY ENTRANT OR PROSPECTIVE ENTRANT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, EVEN IF THE SPONSOR HAS BEEN NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SWEEPSTAKES. THE 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.**