

# Rewards Sweepstakes Official Rules

## **NO PURCHASE NECESSARY TO ENTER OR WIN.**

The PS We Love You Rewards Sweepstakes (the “Sweepstakes”) is intended for legal residents of Michigan and Ohio, and is subject only to the federal, state, and local laws of the United States and the aforementioned jurisdictions. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**ELIGIBILITY:** Entrants must be legal United States residents of Michigan and Ohio, who have reached the age of 18 at the time of entry (“Entrant”). Employees of Folk Oil Company, Inc. and immediate family members along with any other persons or entities associated with this Sweepstakes are ineligible to enter or win. Void outside of the aforementioned state, or where prohibited or restricted by law.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Folk Oil Company, Inc. 203 W. Main Homer, MI 49245. (the “Sponsor”) and administered by PDI Technologies (the “Administrator”).

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“EST”) on 03/01/2024 and ends at 11:59:59 p.m. EST on 04/30/2024. (“Sweepstakes Period”). The Administrator’s computer is the official time-keeping device for the Sweepstakes. Eligible Entrants may enter in one (1) of two (2) ways, as follows:

*Via being a current registered PS We Love You Rewards Member* – Eligible Entrants will automatically receive an entry into the sweepstakes. You will also receive an entry by registering with the app if you have not currently done so.

*Via purchasing any 3 Mountain Dew Products 20 oz Products-* By purchasing 3 of any 20 oz. Mountain Dew products a customer will receive 10 bonus entries into the sweepstakes.

Sponsor reserves the right to disqualify any person that submits more than the maximum allowed entries, or registers multiple accounts. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled,

undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available through the PS We Love Your Rewards App. By participating in the Sweepstakes and providing any applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) tampering, unauthorized intervention, (b) fraud, (c) technical failures, or (e) 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 in whole or in part, at any time, without notice and award the Prizes (as defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, 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 Sweepstakes or

receipt or use of a 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 Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes 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 Sweepstakes or receipt of Prize (defined below). Released Parties assume no responsibility for any error, omission, deletion, defect, 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 on-line 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 Sweepstakes or downloading any materials in this Sweepstakes. 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 Sweepstakes, 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.

**DRAWING AND NOTIFICATION:** One (1) Prize drawing will be conducted by the Administrator, whose decisions are final and binding. The drawing will be conducted on or about the end of April 2024. The drawing will be conducted from among all eligible entries received during each monthly Sweepstakes Period. Odds of winning a Prize will depend on the total number of eligible entries received during the Sweepstakes Period. The potential Prize Winner will be contacted by the Sponsor/Administrator via phone, email and/or mail.

**PRIZE-:** There will be one grand prize winner. The grand prize is an Xbox.

All other expenses associated with acceptance or use of a Prize not specifically mentioned herein, are the responsibility of the Prize Winner. No substitution or transfer of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute the prize with another prize of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Prize Winners agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. The potential Prize Winner must sign and return to the Administrator, within ten (10) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. The Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the prize. The Prize Winner must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded. If a prize or prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached by the Sponsor or Administrator within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Prize Winner grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Folk Oil Company's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes

or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prizes. The Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that: 1) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, 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 Sweepstakes 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 Sweepstakes, shall be governed by, and construed in accordance with United States law and the state laws of Michigan and Ohio (without regard to any choice-of-law or conflict-of-rules of the state of Michigan and Ohio or any other jurisdiction). Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of serving Michigan and Ohio Entrants, Sponsor, and Administrator 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. In the event that 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. The value of the Prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any Prize turns out to be less than the stated ARV, the difference will not be awarded in cash or other means.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision

of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules, together with Sponsor's Privacy Policy (available through the PS We Love You Rewards App) contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written, regarding the operation of the Sweepstakes. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**Folk Oil Company, Inc. LIST REQUEST:** To request confirmation of the name, city and state of residence of each Winner, please send a self-addressed, stamped business size envelope before the next prize is awarded, to: "PS Food Mart's Loyalty" Sweepstakes Winners List Request, 203 W. Main Homer, MI 49245.