

# Sunoco Race Fuels PRI Sweepstakes

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

Void in Rhode Island, Puerto Rico, U.S. territories and possessions and where otherwise prohibited by law.

Winners (defined in “Winner Notification”) will be required to respond to Winner Notification and other communications from the Sponsor (defined in “Sweepstakes Description”) according to the notice(s) from the Sponsor (defined in “Sweepstakes Description”) or the Prize (defined in “Prize/Odds”) may be forfeited at Sponsor’s sole discretion.

By entering this Sweepstakes (defined in “Sweepstakes Description”), you agree to these official rules (the “Official Rules”), which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor from you and a limitation of your rights and remedies.

## 1. SWEEPSTAKES DESCRIPTION

The Sunoco Race Fuels Brand Show Sweepstakes (the “Sweepstakes”) is sponsored by Sunoco Retail LLC (the “Sponsor”). The Sweepstakes will take place at the Performance Racing Industry Show (the “Trade Show”) and begins at 9:00 AM Pacific Time (“PT”) on December 7, 2023, and ends at 4:00 PM PT on December 9, 2023 (the “Sweepstakes Period”).

Individuals who participate in this Sweepstakes (each an “Entrant”) agree to the Official Rules and the decisions of the Sponsor which shall be final in all matters relating to the Sweepstakes.

## 2. ELIGIBILITY

To enter the Sweepstakes, Entrant must: (a) be a legal residents of the fifty (50) United States or District of Columbia (excluding Rhode Island residents) (the “U.S.”); (b) be 18 years of age or older at the time of entering the Sweepstakes; (c) not be considered a minor in Entrant’s state of residence; (d) be in attendance at the Trade Show, and (e) hold a Trade Show scannable badge which identifies the badge holder by name, contact information and exhibitor QR code, or such other form as provided with paid admission (the “Badge”). Sweepstakes is void in Rhode Island, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law.

Each of Sponsor’s respective member companies, parent companies, subsidiaries and affiliates (collectively the “Released Parties”), employees (including officers and directors), shareholders, members of any such employee’s Immediate Family (regardless of where such family members live) and persons with whom such employees reside (whether related or not) are ineligible to enter or win.

“Immediate Family” is defined as (a) spouses or domestic partners and (b) natural, step, foster, in-law or adoptive parents, siblings and children and their respective spouses and domestic partners.

Entrants must have a Badge to enter the Sweepstakes. In the event of a dispute as to the identity of a Winner based on the Badge used as the method of Entry, the winning Entry will be declared as the Badge holder of record submitted or affiliated with the Entry. For the avoidance of doubt, the Badge will be the official means of Entry and the Badge holder will be considered the Winner.

The Sweepstakes is subject to all applicable federal, state and local laws. The Sweepstakes will be advertised and take place at the Trade Show but is in no way sponsored, endorsed or administered by, or associated with the Trade Show.

With respect to any potential winning Entry (the "Potential Winner"), the Potential Winner may be required to provide proof that he or she is the Badge holder associated with the Entry in connection with which the potential winning Entry was submitted.

### 3. HOW TO ENTER

To participate in the Sweepstakes, you must attend the Trade Show on any day(s) during the Sweepstakes Period and enter at Sponsor's Race Fuels booth by scanning Entrant's Badge. If for any reason Entrant's Badge is unable to be scanned or not available (even though Entrant is a Badge holder), Entrant may provide his/her information into a Sponsor provided laptop at Sponsor's booth for Entry. The aforementioned actions will result in one (1) Sweepstakes entry (the "Entry" or "Entries"). Limit one (1) Entry per Entrant. Multiple or duplicate Entries received from any Entrant will count as one (1) Entry, whether or not Entrant attempted to enter via Badge and/or laptop or attended Sponsor's Race Fuels booth on multiple occasions. Entries with the same email address, contract person, or Badge holder will count as one (1) Entry. Any Entry in excess of one (1) Entry is void. Entries with incomplete or erroneous information, Entries generated by script, macro or other automated or mechanical means, Entries not originating from the Trade Show, Entries made by those not in attendance at the Trade Show, and Entries made by any means which may subvert the Entry process are void. All Entries become the property of Sponsor and will not be returned.

The Released Parties shall not be responsible for incorrect or inaccurate Entry information whether caused by tampering or hacking, Entrant, Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or Trade Show or by any technical or human error which may occur in the processing of Entries in the Sweepstakes.

The Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to or alteration of Entries. Entries must be received through the method described above by the applicable deadline and in strict accordance with the instructions and restrictions indicated in these Official Rules.

Those who do not follow all of the instructions, provide the required information in their Entry or abide by these Official Rules will be disqualified. Entries submitted on your behalf by any other individual, and by you on behalf of another, or by any entity, including, without limitation, any commercial promotion subscription, notification and/or entering service, will be declared invalid and disqualified for this Sweepstakes.

### 4. PRIZE/ODDS:

The Prize winner (the "Winner") will receive one drum of Sunoco race fuel of Winner's choosing, as offered and shipped through Petroleum Services Company ("Prize"). There is one (1) Prize which will be awarded to one (1) Winner subject to verification. Approximate Retail Value ("ARV") of the Prize is \$500.00 to \$800.00, as determined by the octane rating Winner chooses. Total ARV for this Sweepstakes is \$500.00 to \$800.00. Winner may not substitute the Prize. No cash substitutions will be permitted.

Any applicable taxes (including federal, state, and local sales and income taxes) and all other costs and expenses associated with acceptance and use of the Prize and not specified herein as being awarded as part of the Prize are solely the applicable Winner's responsibility.

By accepting a Prize, the Prize Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize.

Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Prize (or any portion thereof) including, without limitation, its quality.

Winner acknowledges and agrees that Prize shall be shipped through Sponsor's ecommerce vendor, Petroleum Services Company. Sponsor shall not be responsible for any errors or liabilities whatsoever in shipment or delivery of the Prize.

The Sponsor will not have any responsibility for any Potential Winner's inability to accept a Prize for any reason, including the replacement of any Prize component that is lost, mutilated, stolen, undeliverable or does not reach a Winner because of an incorrect or changed address. Winner will contact Petroleum Services Company with any such concerns.

The Sponsor reserves the right to substitute any Prize or portion thereof with another Prize or portion thereof of equal or greater value for any reason, including unavailability of the stated Prize. If a Potential Winner is deemed ineligible to become a Winner, Sponsor may choose not to award the Prize at all or may alternatively select an alternate Potential Winner. If a Potential Winner does not accept the entire Prize, the unaccepted part of the Prize will be forfeited and the Sponsor will have no further obligation with respect to that Prize or portion of the Prize.

The Sponsor further reserves the right to extend or delay delivery of the Prize in the event of scarcity due to limited production or unavailability for any other reason.

## 5. WINNER SELECTION

Entries will be alphabetized by account name and loaded into an online list randomizer. Once all nonduplicative Entries have been loaded, the list will be randomized and a Potential Winner will be selected for that Sweepstakes Period. All Potential Winner Entries will be reviewed for duplicate Entries. The drawing will be held prior to 5:00:00 PM Central Time fourteen (14) calendar days following the Sweepstakes Period at 8111 Westchester Drive, Dallas, Texas 75225. The Sponsor will select one (1) Potential Winner (subject to verification) and one (1) alternate Potential Winner, who shall be the individual associated with the randomized Entries assigned number two (2) in the drawing (subject to verification). One (1) Prize to be awarded to one (1) Winner.

Odds of winning are based on the total number of eligible Entries received. Sponsor reserves the right not to award the Prize if, in its sole discretion, it does not receive a sufficient number of eligible and valid Entries, or if in Sponsor's sole discretion, Potential Winner or alternate Potential Winner is not eligible to receive the Prize. Prize award is subject to verification of eligibility and compliance with these Official Rules.

## 6. WINNER NOTIFICATION

The Potential Winner will be contacted by Sponsor via email or telephone with the information submitted by Potential Winner when scanning Potential Winner's Badge.

The Sponsor will attempt to notify the Potential Winner within approximately five (5) business days of the applicable drawing (the "Winner Notification").

If a Prize or Winner Notification is returned as unclaimed or undeliverable to a Potential Winner, if a Potential Winner cannot be reached by the Sponsor or does not respond to the Sponsor within three (3)

calendar days from the first notification attempt, 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 Potential Winner may be selected for the Prize at issue, even if the disqualified Potential Winner's name may have been shown or announced.

If a Potential Winner is found to be ineligible for any reason, or if Potential Winner rejects the Prize, he or she will be disqualified and will not be eligible to receive the Prize, and the alternate Potential Winner will receive a Winner Notification and this Section's requirements shall apply to the alternate Potential Winner.

A Potential Winner may be required to complete, sign and have notarized an Affidavit of Eligibility, Release of Liability & Publicity, and present any other documents required by the Sponsor (e.g., current valid driver's license, government ID) (collectively, the "Prize Claim Documents") in the form provided and/or required by the Sponsor without revision in order to be declared a Winner. Prize Claim Documents must be returned to Sponsor within three (3) calendar days of date appearing on the Winner Notification.

The Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate Potential Winner, if any. The Prize claim and Prize Claim Documents are subject to verification by the Sponsor. The Prize, if legitimately claimed, will be awarded. The Sponsor will not be obligated to pursue more than one (1) alternate Potential Winner for the Prize for any reason.

## 7. GENERAL

No responsibility is assumed by the Released Parties for any inability of a potential Entrant to successfully enter the Sweepstakes for any reason.

Acceptance of a Prize constitutes a Winner's permission for the Sponsor and their designees to use the Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or the opportunity to review or approve any such use, unless prohibited by law.

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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Sponsor reserves the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsor's failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right.

No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, it will be resolved by the Sponsor in their sole discretion.

Released Parties are not responsible for any incorrect information, lost, incomplete, illegible, late misdirected, stolen, inaccurate or mutilated Entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Sweepstakes, including without limitation, errors or problems which may occur in connection with the administration of this

Sweepstakes, the processing of Entries, the announcement of the Winners or Prize, or in these Official Rules, in any Sweepstakes-related advertisements or other materials; or for inaccurate Entry information, whether caused by equipment, programming used in this Sweepstakes, human processing error or otherwise.

The Sponsor reserves the right, in their sole discretion, to void any Entry of an Entrant (and disqualify him/her) who the Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes.

If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted by the Sponsor, Entrant's sole remedy is another Entry in the Sweepstakes, so long as the Sweepstakes Period has not concluded.

All Entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected Potential Winner(s).

Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind.

In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control ("force majeure event"), Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select a Potential Winner in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of Prize described in these Official Rules will be awarded.

These Official Rules sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

## 8. GOVERNING LAW/DISPUTES

All disputes, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of Entrants or Sponsor in connection with the Sweepstakes, and claims or matters arising under or in connection with the Sweepstakes or these Official Rules shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, province or jurisdiction's laws.

Venue for any proceeding related to these Official Rules or the Sweepstakes is exclusively with the courts located in Dallas County, Texas. Except where prohibited by law, as a condition of participating in the Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between Entrant and any Released Party and any claims or causes of action arising out of or connected with this Sweepstakes, any

Prize awarded or the determination of any Winner, must be resolved individually, without resort to any form of class action.

Further, in any such dispute, under no circumstances will Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, and Entrant further waives all rights to have damages multiplied or increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING LIMITATION MAY NOT APPLY TO ALL ENTRANTS WHERE PROHIBITED BY LAW.

## 9. PRIVACY

Personal information collected from Entrants will be used by the Released Parties to administer and fulfill the Prize and to provide the Entrants with information regarding upcoming promotions and/or events from the Released Parties.

By entering this Sweepstakes, you consent to receiving marketing materials. , Entrant can opt out of receiving marketing materials at any time by following the unsubscribe instructions at the bottom of any email received from Sponsor. Information collected from Entrants is subject to Sponsor's privacy policy, which is available at: <https://sunocolp.com/privacy-policy/>.

## 10. WINNERS' LIST/RULES

Upon the conclusion of the Sweepstakes, a Winner's list will be available if you mail a self-addressed, stamped envelope for receipt by June 10, 2024 to:

Sunoco Retail LLC  
Attn: Sunoco Race Fuels Trade Show Sweepstake  
8111 Westchester Drive, Suite 600  
Dallas, Texas 75225

Vermont residents may omit return postage. A link to these Official Rules will be available during the Sweepstakes Period.

## 11. SPONSOR

Sunoco Retail LLC, 8111 Westchester Drive, Suite 600 Dallas, Texas 75225

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