

# Aloha's Free Gas for a Year Giveaway Sweepstakes Official Rules

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE

## 1. HOW IT WORKS:

From December 17, 2023 through December 31, 2023, or while supplies last (the "Sweepstakes Period"), contestants will download the My Aloha Rewards App and enter the promo code for a chance to win the prize specified in Paragraph 5 below. Aloha Petroleum ("Sponsor") and its locations on Oahu, the Big Island of Hawaii, Kauai, and Maui will sponsor the prize.

## 2. ELIGIBILITY:

Open to legal Hawaii residents who are 18 years of age or older at time of entry. Void where prohibited by law. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household) are not eligible.

## 3. HOW TO PARTICIPATE:

From 12:01 a.m. Hawaii Standard Time ("HST"), December 17, 2023, through 11:59 p.m. HST, December 31, 2023, or while supplies last, an eligible contestant may enter the promotional code in the My Aloha Rewards App up to ten times daily until the end of the contest. The contestant must be a resident of Oahu, the Big Island of Hawaii, Kauai, and Maui to participate in the sweepstakes drawing. There will be one Grand Prize (see Prize section in Paragraph 5 below). The deadline for playing the sweepstakes game is 11:59 p.m. HST, December 31, 2023. At the end of the sweepstakes period, the winning contestants will be randomly chosen through a random drawing from the list of winners provided by Ignite Retail Technology. All potential winners are subject to verification of eligibility and compliance with the sweepstakes rules before any prize will be awarded. All taxes on any prize are the sole responsibility of the winner.

## 4. CONDITIONS OF PARTICIPATION:

The prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING PARTICIPANTS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A CONTESTANT IS NOT A

WINNER OF ANY PRIZE UNLESS AND UNTIL SAID CONTESTANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND SAID CONTESTANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT PHOTO COPIES OF ENTRIES OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute a prize or an item of equal or greater value in the event an advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Confirmation phone calls unreturned within 2 days of first notification or illegible/incorrect phone numbers provided by contestant may result in disqualification. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Before accepting the prize, winners agree to sign a photo, video, and audio consent and release form to grant Sponsors and its agencies the absolute right and permission to copyright, publish, videotape/film/record, and use any photographs, videos, and/or audio clips of the winners for publication in print or electronic media, unless otherwise prohibited by law. By accepting the prize, winners waive the right to inspect and approve the finished photographs, videos, and audio clips or any copies thereof that may be used in conjunction with or the use to which it may be applied. By accepting prize, winners agree to hold Sponsor, its directors, officers, employees, assigns, and advertising and promotional agencies harmless for any injury or damage caused or claimed to be caused by participation in the Promotion. 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. Sponsor is not responsible for lost, stolen, or damaged entry forms.

#### 5. PRIZES AND APPROXIMATE RETAIL VALUES:

One (1) Grand Prize: Free gasoline for a year. One (1) prize winner will receive a gift card with a value of \$3,000 (based on the average consumer gasoline purchases for one year at current average gas prices) to be used at any Aloha Petroleum location. Sponsor will not replace a lost, mutilated, or stolen prize. Standard terms and conditions apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the prize. The prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. . Odds of winning any prize specified above depend on the number of entries received on Oahu, the Big Island, Kauai, and Maui during the Sweepstakes Period. All federal, state, and local taxes attached to the value of the prize are the sole responsibility of the Prize winner. The Prize winner must understand that an IRS Form 1099 showing the fair market value of the Prize may be issued to the federal government for tax reporting purposes.

6. INDEMNIFICATION:

By participating, contestants agree to release, discharge, indemnify and hold harmless Sponsor and each of its officers, directors, employees, representatives, agents, advertising and promotional agencies from and against any claims made by winners, entrants, or any other third parties, related in any way to the operation of this Promotion as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any sweepstakes-related activity or participation in this sweepstakes.

7. GOVERNING LAW; DISPUTES:

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Hawaii or the appropriate Hawaii State Court located in Honolulu, Hawaii; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but excluding attorneys' fees and costs; and (iii) under no circumstances will a participant be permitted to obtain awards for another party and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased are expressly waived. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the State of Hawaii, without regard to conflicts of law rules.

8. WINNERS' LIST:

For the names of winners, send a separate self-addressed, stamped envelope to: "Aloha's Free Gas for a Year Giveaway Sweepstakes Winners List," P.O. Box 500, Honolulu, HI 96809. Requests must be received by December 31, 2023.