

Holiday Stationstores, Inc.
“2017 Anniversary Celebration Sweepstakes”
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

If you enter by text, text STOP to 44022 to opt out, and text HELP to 44022 for information. Participation by text constitutes prior express consent to receive texts by automated technology. Participation by text is not required to buy goods or services. You may not be able to participate by text through all wireless carriers.

Message and data rates may apply.

- 1. ELIGIBILITY.** The “2017 Anniversary Celebration Sweepstakes” (the “Sweepstakes”) is only open to entrants who, as of the entry date, are permanent legal residents of Alaska, Idaho, Michigan, Minnesota, Montana, North Dakota, South Dakota, Washington, Wisconsin and Wyoming who are at least eighteen (18) years old. The Sweepstakes is void outside the eligible Sweepstakes territory; and where prohibited or restricted by law. Employees, officers and directors of Holiday Stationstores, Inc. (“Sponsor”) and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.
- 2. TIMING.** The Sweepstakes entry period begins at 12:01 a.m. Central Time (“CT”) on July 28, 2017 and ends at 11:59 p.m. CT on July 29, 2017 (the “Entry Period”). Sponsor’s (or its designee’s) computer is the official timekeeping device for the Sweepstakes.
- 3. HOW TO ENTER.** There are two (2) ways to enter the Sweepstakes. If you do not desire to enter by text, you may enter the Sweepstakes by mail as described in Section 3(a) below.

 - a. TO ENTER BY TEXT:** During the Entry Period, using a two-way text-messaging capable device (“Device”), text ANNIVERSARY to 44022. Message and data rates may apply. Texting ANNIVERSARY to 44022 not only enters you in the Sweepstakes, but also constitutes prior express written consent to receive texts sent by automated technology, including (but not necessarily limited to) a text confirming your entry, a text (and/or call) notifying you if you are the winner, and a text inviting you to participate in Sponsor’s text messaging program. Consent is not required to buy goods and services. If at any time you wish to stop receiving texts from Sponsor, reply to any text sent by Sponsor with the word STOP or text STOP to 44022. Reply to any text sent by Sponsor with the word HELP if you would like more information about Sponsor’s text message program or Text HELP to 44022. Service may not be compatible with all handsets or carriers.
 - b. TO ENTER BY MAIL (ALTERNATE METHOD OF ENTRY – DOES NOT REQUIRE ENTRY BY TEXT):** During the Entry Period, hand print your full name, complete home address, day and evening phone numbers, email address (if any), and age on a 3 x 5 inch piece of paper and send it by United States mail in a sealed envelope no larger than 9 1/2" x 4 1/4" (a #10 envelope) with correct postage to “2017 Anniversary Celebration Sweepstakes - Entry,” c/o Holiday Stationstores, Inc., 4567 American Boulevard West, Minneapolis, Minnesota 55437. All mail-in entries must be postmarked by July 31, 2017 and received by Sponsor by August 7, 2017. No facsimiles, photocopied or mechanically reproduced entries allowed.
 - c. FOR ALL ENTRIES: LIMIT:** One (1) entry in the Sweepstakes (regardless of method of entry) per person, address or phone number. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant to obtain more than the stated entry limit by using multiple/different Devices, identities or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated

system to submit entries is prohibited and will result in disqualification. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of text entry or mailing will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of the prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities. In the event of a dispute as to any text entry, the authorized account holder of the Device used to enter will be deemed to be the entrant. The "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. The potential winner may be required to show proof of being the authorized account holder.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. DRAWING; ODDS; NOTIFICATION. On or about August 9, 2017, Sponsor or its designee will randomly select twelve (12) potential winners from among all eligible entries received by Sponsor through all methods of entry. In no event may a potential winner collect more than one of the prizes awarded in this Sweepstakes. Odds of winning the prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. The selected entrants must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by phone, mail, courier, and/or email; provided, however, a potential winner who entered via text will be notified by phone and/or text message at the number of the Device used to enter the Sweepstakes. A potential winner who entered via text must call the verification number provided by Sponsor in the win notification call or text message within seventy-two (72) hours of receiving the win notification call or text message and provide Sponsor with all requested verification and fulfillment information. A potential winner will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within five (5) days (seventy-two (72) hours in the event of a text entry winner) of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or (with respect to a text entry winner) such potential winner fails to call the verification number and provide the requested verification/fulfillment information within seventy-two (72) hours of the win notification call or text message, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule.

6. PRIZE. Subject to the terms and conditions of these Official Rules, the following prizes will be awarded in this Sweepstakes: (a) one (1) \$1,000 Holiday gift card, awarded to one (1) potential winner, (b) one (1) \$500 Holiday gift card, awarded to one (1) potential winner, and (c) ten (10) \$100 Holiday gift cards, each awarded to one (1) potential winner (all gift cards subject to terms, conditions, limitations and restrictions thereof). Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. If the winner is a minor in his/her

jurisdiction of primary residence, prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded.

7. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, postage due or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, wireless, mobile, texting or computer online systems, networks or lines, telephone, wireless, mobile, texting or computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service, including, without limitation, telephone, wireless, mobile, texting or computerized service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer or Device, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions

concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

12. DATA COLLECTION. Sponsor and its designees collect, use, and disclose any personal information you provide to them through this Sweepstakes as set forth in Sponsor's privacy policy located at <http://www.holidaystationstores.com/content/PrivacyPolicy.pdf>. Without limiting the foregoing in anyway, Sponsor may use your personal information to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you.

13. OFFICIAL RULES. These Official Rules are available at Sponsor's website located at www.holidaystationstores.com at the Sweepstakes section of the website, or by sending a self-addressed postage-stamped envelope to "2017 Anniversary Celebration Sweepstakes – Rules Request," c/o Holiday Stationstores, Inc., 4567 American Boulevard West, Minneapolis, Minnesota 55437.

14. WINNERS' LIST. To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to "2017 Anniversary Celebration Sweepstakes - Winners List Request," c/o Holiday Stationstores, Inc., 4567 American Boulevard West, Minneapolis, Minnesota 55437. Requests must be received by September 15, 2017.

15. SPONSOR. The sponsor of the Sweepstakes and the address at which the Sponsor may be contacted is Holiday Stationstores, Inc., 4567 American Boulevard West, Minneapolis, Minnesota 55437.