

**HOLIDAY STATIONSTORES, LLC
“2019 HOLIDAY TEXT PROGRAM 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.

1. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the “2019 Holiday Text Program Sweepstakes” (the “Sweepstakes”), each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Holiday Stationstores, LLC (“Sponsor”) (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prizes), which are final and binding in all respects, and entrant agrees to waive any right to claim ambiguity in the Sweepstakes, these Official Rules, or any Sweepstakes materials. Winning and receiving a prize is contingent upon fulfilling all requirements set forth herein.

2. SWEEPSTAKES TERRITORY. The Sweepstakes is only open in the states of Alaska, Idaho, Michigan, Minnesota, Montana, North Dakota, South Dakota, Washington, Wisconsin and Wyoming (collectively, the “Sweepstakes Territory”). The Sweepstakes is void outside the Sweepstakes Territory, and where prohibited or restricted by law. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for participation and viewing only within the Sweepstakes Territory.

3. ELIGIBILITY. The Sweepstakes is only open to entrants who, as of the entry date: (a) are permanent legal residents within the Sweepstakes Territory; (b) are at least eighteen (18) years old; (c) are not a person barred from participating in the Sweepstakes, including but not limited to all federal, state, and local laws; and (d) at all times abide by these Official Rules. Entrants must be present in the Sweepstakes Territory at the time they enter.

Employees, officers and directors of Sponsor and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies and the immediate family members (as defined below) or members of the same household (as defined below) of each such employee, officer and director, are not eligible to enter. “Immediate family members” shall mean spouse, parents, step-parents, legal guardians, children, step-children, siblings or step-siblings and each of their spouses regardless of where they reside. “Household members” shall mean those people who share the same residence at least three (3) months a year.

4. TIMING. The Sweepstakes entry period begins at 12:01 a.m. Central Time (“CT”) on February 28, 2019 and ends at 11:59 p.m. CT on March 27, 2019 (the “Entry Period”). Sponsor’s (or its designee’s) computer is the official timekeeping device for the Sweepstakes.

5. 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 5(b) below.

a. TO ENTER BY TEXT: During the Entry Period, using a two-way text-messaging capable device (“Device”), text WINNER to 33992. Message and data rates may apply. Texting WINNER to 33992 not only enters you in the Sweepstakes, but also makes you a subscriber in Sponsor’s text messaging program. Texting WINNER to 33992 also constitutes prior express written consent to receive texts sent by automated technology, including (but not necessarily limited to) a text confirming your entry and your consent to join Sponsor’s text message program, and a text (and/or call) notifying you if you are the winner. 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 33992. Electing to opt-out from receiving such texts will not impact the odds of winning a prize. 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 33992. Service may not be compatible with all handsets or carriers. Message and data rates may apply to all text messages

exchanged with Sponsor. You may purchase goods or services without entering the Sweepstakes and/or receiving text messages from Sponsor.

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 "2019 Holiday Text Program Sweepstakes – Entry," c/o Holiday Stationstores, LLC, 4567 American Boulevard West, Minneapolis, Minnesota 55437. All mail-in entries must be postmarked as follows:

- i. Entry Period 1: 2/28/19 – 3/6/19; postmarked 2/28/19 – 3/6/19; received by Sponsor by 3/10/19;
- ii. Entry Period 2: 3/7/19 – 3/13/19; postmarked 2/28/19 – 3/13/19; received by Sponsor by 3/17/19;
- iii. Entry Period 3: 3/14/19 – 3/20/19; postmarked 2/28/19 – 3/20/19; received by Sponsor by 3/24/19;
- iv. Entry Period 4: 3/21/19 – 3/27/19; postmarked 2/28/19 – 3/27/19; received by Sponsor by 3/31/19.

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. Sponsor is not responsible for incorrect or inaccurate transcription of entry information, Device, mailing or human error, technical malfunctions, any omission, interruption, defect, or any other error, including, without limitation, lost, late, incomplete, invalid, unintelligible or misdirected entries, all of which may constitute grounds for disqualification in Sponsor's sole discretion. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete, late or undeliverable entry.

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.

6. DRAWING; ODDS; NOTIFICATION. Within seven (7) days following the end of Entry Periods 1 (one), 2 (two), 3 (three) and 4 (four), Sponsor or its designee will randomly select one (1) potential winner for the applicable Period from that Entry Period's eligible entries, including the prior Entry Period's non-winning eligible entries, received by Sponsor through all methods of entry outlined below. Within seven (7) days following the end of Entry Period 4 (four), Sponsor or its designee will randomly select one (1) potential winner for the Grand Prize from all Entry Period's eligible entries, including the winning eligible entries, received by Sponsor through all methods of entry as follows:

- a. Entry Period 1: All texts received 2/28/19 – 3/6/19 or mail-in entries postmarked 2/28/19 – 3/6/19; received by Sponsor by 3/10/19;
- b. Entry Period 2: All texts received 2/28/19 – 3/13/19 or mail-in entries postmarked 2/28/19 – 3/13/19; received by Sponsor by 3/17/19;

- c. Entry Period 3: All texts received 2/28/19 – 3/20/19; or mail-in entries postmarked 2/28/19 – 3/20/19; received by Sponsor by 3/24/19;
- d. Entry Period 4: All texts received 2/28/19 – 3/27/19; or mail-in entries postmarked 2/28/19 – 3/27/19; received by Sponsor by 3/31/19.

Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. Non-winning eligible entries received for each Entry Period are eligible for prize winning in subsequent Entry Periods. All eligible entries (both winning and non-winning) received in all Entry Periods are eligible for the Grand Prize.

A selected entrant must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Prize supplier is Sponsor and by participation in the Sweepstakes, all potential winners expressly consent to being contacted by phone, mail, text, courier or email by Sponsor for purposes of verification of a potential winner's eligibility and for prize fulfillment. A potential winner will be notified by phone, text, mail, courier, and/or email by Sponsor (the "Winner Notice"). The potential winner may be required, as directed by Sponsor in the Winner Notice, to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (collectively, the "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 in the Winner Notice. If a potential winner cannot be contacted within twenty-four (24) hours of the first attempt to contact him/her, or if a potential winner fails to return the Affidavit/Release within the specified time, or if any prize or Winner Notice is returned as undeliverable, or if a potential winner is found to be ineligible, or if a 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.

7. PRIZE. Subject to the terms and conditions of these Official Rules, five (5) prizes will be awarded in this Sweepstakes. The approximate retail value ("ARV") of the prizes are below. The prizes consist of and are limited to:

- a. Entry Period 1 : One (1) One Hundred Dollar (\$100.00) Holiday Stationstores gift card (gift card subject to terms, conditions, limitations and restrictions thereof);
- b. Entry Period 2: One (1) One Hundred Dollar (\$100.00) Holiday Stationstores gift card (gift card subject to terms, conditions, limitations and restrictions thereof);
- c. Entry Period 3: One (1) One Hundred Dollar (\$100.00) Holiday Stationstores gift card (gift card subject to terms, conditions, limitations and restrictions thereof);
- d. Entry Period 4: One (1) One Hundred Dollar (\$100.00) Holiday Stationstores gift card (gift card subject to terms, conditions, limitations and restrictions thereof); and
- e. Grand Prize: One (1) Five Hundred Dollar (\$500.00) Holiday Stationstores gift card (gift card subject to terms, conditions, limitations and restrictions thereof).

Total ARV of all prizes is Nine Hundred Dollars (\$900.00).

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 component thereof) with another prize of equal or greater value (including cash) if the prize is not available for any reason as determined by Sponsor in its sole discretion. **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 income taxes on the prize.** Winner may 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 a 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 prize or other consideration will be awarded. LIMIT: One (1) prize per person or address (physical or email) in this Sweepstakes, except that one eligible entry can win both the Grand Prize and in one of the prizes in Period 1, Period 2, Period 3 or Period 4.

Prize will be awarded in the form of a Holiday Stationstores gift card. In the event more than one (1) Holiday Stationstores gift card must be awarded to fulfill a designated prize amount, the combined ARV shall not exceed the designated prize amount. For example, in the event more than one (1) Holiday Stationstores gift card must be awarded to fulfill the Five Hundred Dollar (\$500.00) Holiday Stationstores gift card prize, the combined ARV of all Holiday Stationstores gift cards shall equal Five Hundred Dollars (\$500.00 USD). A Holiday Stationstores gift card is subject to additional cardholder terms and conditions imposed by issuer. No credit or cash will be given for unused portion of a Holiday Stationstores gift card. A Holiday Stationstores gift card will not be replaced if lost or stolen. In no event will a Holiday Stationstores gift card prize value exceed the stated value.

The Prize must be claimed in and shipped to an address in the Sweepstakes Territories, except in Sponsor's sole discretion. The Prize will be delivered to the winner by regular mail, United States Postal Service or courier such as Federal Express. Type of delivery service will be at the sole discretion of Sponsor. Please allow 1-3 weeks for delivery, after winner has completed and delivered to Sponsor the Affidavit/Release as directed by Sponsor in the Winner Notice. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize. Sponsor assumes no liability for non-deliverability of the Affidavit/Release or the Prize.

8. PUBLICITY. Except where prohibited by law, participation in the Sweepstakes constitutes winner's express voluntary 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.

9. 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 prizes 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.

10. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and their respective parents, subsidiaries and affiliates, advertising and promotion agencies, 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.

11. 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 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.

12. 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.

13. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect, use and disclose any personal information you provide them through this Sweepstakes as set forth in Sponsor's privacy policy located at <http://www.holidaystationstores.com/content/AboutUs/PrivacyPolicy.pdf>. Without limiting the foregoing in any way, Sponsor and its designees may use your personal information to (a) administer this Sweepstakes, including, without limitation, placing your name on a winners' list, 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.

14. 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 “2019 Holiday Text Program Sweepstakes – Rules Request,” c/o Holiday Stationstores, LLC, 4567 American Boulevard West, Minneapolis, Minnesota 55437.

15. WINNERS’ LIST. To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to “2019 Holiday Text Program Sweepstakes – Winners List Request,” c/o Holiday Stationstores, LLC, 4567 American Boulevard West, Minneapolis, Minnesota 55437. Requests must be received by July 15, 2019.

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

ABBREVIATED RULES (Long Form):

a. For use only with promotional and informational materials (including online splash and entry pages and hard copy advertising, posters, clings, etc.).

b. These abbreviated rules and commentary are not to be included with hard copy or electronic versions of the Full Official Rules, and should be separated before use, copying, posting, etc.

NO PURCHASE NECESSARY. The “2019 Holiday Text Program Sweepstakes” is subject in all respects to the complete Official Rules available at Sponsor’s website located at www.holidaystationstores.com or by sending a S.A.S.E. to “2019 Holiday Text Program Sweepstakes – Rules Request,” c/o Holiday Stationstores, LLC, 4567 American Blvd. W., Minneapolis, MN 55437. Open only to entrants who, as of the entry date, are permanent legal residents of AK, ID, MI, MN, MT, ND, SD, WA, WI and WY who are at least 18 years old. Void outside the eligible sweepstakes territory, and where prohibited or restricted by law. Entry period begins at 12:01 a.m. CT on 2/28/19 and ends at 11:59 p.m. CT on 3/27/19. **To enter by text method of entry, during the entry period, text WINNER to 33992.** Message and data rates may apply. Texting WINNER to 33992 not only enters you in the Sweepstakes but also makes you a subscriber to our text message program and constitutes prior express written consent to receive texts sent by automated technology. If you wish to opt out, text STOP to 33992. Electing to opt-out from receiving such texts will not impact the odds of winning a prize. Text HELP to 33992 if you would like more information about our text message program. You may purchase goods or services without entering the Sweepstakes and/or receiving text messages from Sponsor. Entry methods (**including alternate mail in method of entry which does not require text entry**), limits, restrictions and instructions, and prize information, requirements and restrictions are set forth in the Official Rules. LIMIT: 1 entry per person, device or address (physical or email). Entry method, limits, restrictions and instructions, and prize information, requirements and restrictions are set forth in the Official Rules. Sponsor: Holiday Stationstores, LLC, 4567 American Blvd. W., Minneapolis, MN 55437.

[Where Abbreviated Rules are posted online, include the following:

Click here to view complete Official Rules [Make the link a hotlink]

ABBREVIATED RULES (Short Form):

For use when space constraints dictate (e.g, Twitter where characters are limited, banner ads, etc.). Note that short forms do not provide as much protection as the long form, and preference is for longer where possible (e.g., long form is easily used on Facebook, while short form is only real practical option on Twitter).

NO PURCHASE NECESSARY. Restrictions apply. Sweepstakes subject in all respects to complete Official Rules. **[Make Rules reference a hotlink]** Participation constitutes prior express consent to receive texts by automated technology. Sweepstakes entry not required to purchase goods/services.

OR

NO PURCHASE NECESSARY. See rules. **[Make Rules reference a hotlink]** Texts r autodialed. Entry not rqr'd to purchase.