

## **Yesway General Giveaway Terms**

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**SPONSOR:** Yesway (d/b/a Yesway), 4800 Westown Parkway, Suite 324 West Des Moines, IA 50266 (“Sponsor”). Neither Facebook, Instagram nor any other social media platform is affiliated with, or a sponsor of, giveaways (“Giveaways”).

**RULES:** By entering a Giveaway, entrants agree to comply with these General Giveaway Terms (“General Giveaway Terms”), including all eligibility requirements, in addition to the terms associated with a specific Giveaway (“Specific Giveaway Terms” and together with these General Giveaway Terms, the “Official Rules”). In the event of a conflict between these General Giveaway Terms and the Specific Giveaway Terms, the Specific Giveaway Terms control.

**ELIGIBILITY:** Giveaways are open to legal residents of the United States, who are at least the age of majority in their jurisdiction of residence as of the beginning of the Giveaway Period (as defined in the Specific Giveaway Terms) and who have a Facebook, Instagram or other applicable social media account. Giveaways are subject to all applicable federal, state and local laws.

Employees of Sponsor and its parent companies, affiliated companies, subsidiaries and any of their agents, advertising, promotional and other agencies, and the immediate families (parents, siblings, children and spouse) and persons living in the same household of such employees/directors/officers are not eligible to enter Giveaways or win a prize (the “Prize”).

All entries must be submitted during the applicable Giveaway Period. Any attempt by a participant to obtain more than the allowable entries will void all of that participant’s entries. Sponsor’s computer is the official timekeeping device for Giveaways.

Sponsor reserves the right to verify any eligibility of all entrants. Illegible and/or incomplete entries, and entries submitted by entrants who do not

meet the eligibility requirements are void. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter any Giveaway is prohibited and may result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry, Sponsor reserves the right to determine identity of entrant in its sole discretion. All entries become the sole property of the Sponsor and will not be acknowledged or returned.

**WINNER SELECTION AND NOTIFICATION:** Each potential winner (“Potential Winner”) will be selected in a random drawing pursuant to the Specific Giveaway Terms by Sponsor or its designee, whose decisions are final and binding on all matters relating to the specific Giveaway. Each Potential Winner will be notified by mail or email using the email address provided in the Giveaway entry or via social media account (“Prize Notification”) and such Potential Winner must respond by email within 7 calendar days of the date of the Prize Notification, and sign a Declaration or Affidavit of Eligibility and Liability/Publicity Release, if requested (collectively, the “Giveaway Documents”).

Sponsor is not responsible for the failure for any reason whatsoever of Potential Winners to receive their Prize Notification or for Sponsor to receive Potential Winners’ response and/or Giveaway Documents. Return of any Prize Notification or Giveaway Documents as undeliverable, the inability of Sponsor to contact a Potential Winner, the failure of a Potential Winner to contact Sponsor in a timely manner, the inability of a Potential Winner to accept or receive the Prize for any reason, and/or the non-acceptance by a Potential Winner of any Prize for any reason will result in disqualification of such Potential Winner, and alternate Potential Winner may be selected randomly from all remaining eligible entries received. Sponsor will not be required to select more than one alternate Potential Winner. The Potential Winner who receives the Prize is known as the “Winner.”

**PRIZE CONDITIONS:** The Prize (as defined in the Specific Giveaway Terms) is subject to availability. Winner is not entitled to any surplus between the actual retail value of his/her Prize and its stated ARV; and any difference between the stated ARV and actual value of the Prize will not be awarded. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to

substitute cash value or another prize it believes is of equal or greater value.

No Prize is transferable. Odds of winning depend on the number of eligible entries received during the Giveaway Period. Acceptance, participation in and/or use of a Prize is at the Winner's sole risk, and Sponsor is not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any Prize. Sponsor reserves the right to verify eligibility of Winner. If Winner is unable to participate in or accept a Prize or any portion of a Prize for any reason, Sponsor shall have no further obligation to such Winner.

**TAXES AND COSTS RELATED TO A PRIZE:** All applicable taxes and fees are the sole responsibility of the Winner. All expenses and incidentals and other applicable taxes or charges not specifically mentioned in the Official Rules are not included and are solely the responsibility of the Winner. Prior to distributing a Prize, Sponsor may require Winner to complete an IRS Form W-9 or similar applicable tax or reporting form.

**GENERAL CONDITIONS:** By participating in a Giveaway and/or by accepting a Prize, participants agree: (a) to be bound by the Official Rules, the decisions of the Sponsor and its designees, and the Privacy Policy of Yesway, as applicable, and (b) to release and hold harmless Sponsor, Facebook, Instagram, and any other social media platform used in a Giveaway, and their parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Giveaway (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Giveaway and/or their participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of any Prize or participation in any Prize-related activities).

By participating in a Giveaway or accepting a Prize, participants consent to the use of their name and/or likeness (voice, biographical information, city and state of residence, statements, photograph, and recordings) as well as any Giveaway entry (including photos, comments and content posted via social media) for advertising and promotional purposes (including, but not limited to, use on Sponsor's web site and/or Facebook or Instagram page without additional compensation, except where prohibited by law).

Sponsor reserves the right to make changes or additions to the Official Rules and/or extend the dates of a Giveaway for any reason at any time without any prior notice. Sponsor's failure to enforce any term of the Official Rules shall not constitute a waiver of that provision.

No purchase necessary. To enter any giveaway without purchase, mail a hand-written note with the name of the giveaway and your email address and phone number to Yesway Giveaways, 138 Conant St, Beverly, MA 01915. Limit one entry request per outer envelope.

**USE OF PERSONAL INFORMATION:** Entrants' personal information will be collected, processed and used in accordance with Sponsor's privacy policy.

**RELEASE:** All decisions of Sponsor are final and binding; and entrants agree to waive any right to claim ambiguity in the Giveaway or the Official Rules, except where prohibited by law. By participating in a Giveaway or accepting a Prize, Winner agrees to release the Released Parties from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of a Prize or participation in any Prize-related activities. Sponsor reserves the right to disqualify any entrant it suspects to be tampering with the entry process or the operation of the Giveaway or violating the Official Rules. The Released Parties shall not be liable for: (a) late, lost, delayed, stolen, postage due, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data corruption, theft, destruction, unauthorized access to or alteration of

entry or other materials; (d) any injuries, losses or damages of any kind caused by a Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Giveaway; or (e) any printing, typographical, administrative or technological errors in any materials associated with the Giveaway. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing, uploading or downloading information in connection with a Giveaway, and reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Giveaway. Sponsor may prohibit an entrant from participating in the Giveaway or winning a Prize if, in its sole discretion, it suspects such entrant is attempting to undermine the legitimate operation of the Giveaway in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or representatives of Sponsor. Use of any automated system to participate is strictly prohibited and will result in disqualification.

**GENERAL:** If for any reason the Giveaway is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right to disqualify any individual it suspects of tampering with the entry process, operation of the Giveaway or web site, and to cancel, terminate, modify, or suspend the Giveaway without notice and to select the winner(s) from all eligible entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of website, or any combination thereof.

**DISPUTES:** Each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with a Giveaway, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Giveaway, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrant and the Sponsor in connection with a Giveaway shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Massachusetts or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

**IOWA LOTTERY DISCLAIMER:** Players who have signed up for the Iowa Lottery self-exclusion program are not eligible to participate in this promotion contest. Members of the Iowa Lottery Authority Board of Directors and Iowa Lottery Authority employees and their immediate families, as defined by statute, are not eligible. Further, officers, employees, agents, or subcontractors of any vendor who have access to confidential information that may compromise the integrity of the Lottery, and their immediate families, as defined by statute, are not eligible.

Must be 18 years old or older to purchase a ticket in OK, KS, and MO;  
Must be 21 years old or older to purchase a ticket in IA.

**TEXAS LOTTERY DISCLAIMER:** Powerball(r) overall odds: 1 in 24.9. Powerball Grand Prize odds: 1 in 292,201,338. Note: Jackpot and Grand Prize are used interchangeably. Must be 18 or older to purchase a ticket. The Texas Lottery supports Texas education and veterans. PLAY RESPONSIBLY.

Must be 18 years old or older to purchase a ticket in OK, KS, and MO;  
Must be 21 years old or older to purchase a ticket in IA.