

2024 YESWAY “INSTAWIN 50” DIGITAL GAME
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPANTS MUST BE: (1) A LEGAL RESIDENT OF IOWA, KANSAS, MISSOURI, NEBRASKA, NEW MEXICO, OKLAHOMA, SOUTH DAKOTA, TEXAS, OR WYOMING; (2) THE AGE OF MAJORITY IN THE JURISDICTION OF RESIDENCE AND (3) A REGISTERED YESWAY & ALLSUP’S REWARDS MEMBER. CERTAIN RESTRICTIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. **ACCEPTANCE OF OFFICIAL RULES:** By participating in the 2024 Yesway “InstaWIN 50” Digital Game (the “Game”), you hereby accept and agree to these official rules (the “Official Rules”) and the decisions of BW Gas & Convenience Retail, LLC d/b/a Yesway (“Yesway”), which decisions are final.

2. **ELIGIBILITY:** The Game is offered and open to persons who at the time of participation: (a) reside in Iowa, Kansas, Missouri, Nebraska, New Mexico, Oklahoma, South Dakota, Texas, or Wyoming; and (b) are the age of majority in the state of residence as of July 3, 2024. Note: age of majority in states listed above is 18 years, with the exception of Nebraska, which is 19 years. Employees, officers, and directors, including immediate family members (spouse, parent, child, and sibling, and their respective spouses, regardless of where they reside), and any person residing in their same households, whether or not related, of Yesway and its promotion partners are also eligible to participate in the Game or win a prize.

3. **GAME PERIOD:** The Game starts at 12:00:01 a.m. CT on July 3, 2024, and continues through 11:59:59 p.m. CT on August 27, 2024 or immediately upon award of all Spin(s), whichever comes first (the “Game Period”), and Yesway will keep the official clock for the Game.

4. **HOW TO PLAY:** The Game utilizes Digital Spin to Win opportunities (“Spin(s)”) that can be played on a computer, tablet or smartphone. Three-hundred, fifty-two thousand, five hundred (352,500) Spins will be available. Every Spin reveals your Yesway & Allsup’s Rewards prize. You earn Spins during the Game Period, in either of the following ways:
 - a. **REWARDS ACCOUNT – IN STORE METHOD:** Enter your phone number when making a purchase of a qualifying product (a “Participating Product(s)”) during the Game Period, at any Allsup’s or Yesway Store (“Participating Locations”), to earn your Spin. See Table 1 below for a list of Participating Products. Opportunities to Spin are automatically delivered to the Rewards account for the authorized phone number provided at the time of your qualifying Rewards purchase.

TABLE 1 - LIST OF PARTICIPATING PRODUCTS:

PARTICIPATING PRODUCTS – ELIGIBLE FOR DIGITAL SPINS	SIZE/PACKAGE
Pepsi or Mountain Dew	Any Size or Type
Red Bull	Any Size or Type
Doritos	Any Size or Type
Lays	Any Size or Type
Reese’s	Any Size or Type
Sour Patch Kids	Any Size or Type

b. MAIL-IN METHOD: To request a free mail-in SPIN, clearly print by hand your name, complete residential address, telephone number, date of birth, registered Yesway & Allsup’s Rewards account phone number and valid email address on a 3” x 5” card. Mail in an envelope with proper postage to Yesway Summer Contest, 2301 Eagle Pkwy, Ft Worth, 76177. If you are not enrolled in Yesway & Allsup’s Rewards, you can enroll at m.yeswayallsupsrewards.com or by downloading our mobile app at Google Play or the Apple App Store. There is no purchase or fee required to enroll in Yesway & Allsup’s Rewards. Mail-in entries must be legible, complete, and prepared by the entrant. One request per envelope. The use of mechanical reproduction, computer generation, form filling, automation, or any other method of copying is strictly prohibited, and mail-in requests made in any fashion other than by handwriting are void. Please allow reasonable time for postal processing. Mail-in entries must be postmarked and received during the Game Period to qualify. Yesway is not responsible for lost, late, damaged, misdirected, mutilated, illegible, incomplete, or postage-due mail-in entries.

You will receive an email or text notifying that your Spin(s) are available. Follow the instructions to complete your Spin(s) and reveal your game messages. There is a limit of a maximum of thirty (30) Spins per day, per account. **All Spins must be taken by 11:59:59 PM ET on Tuesday, September 3.**

5. **PRIZES:** Every Spin will result in a prize from the list in Table 2 below. Product or Reward prizes have approximate retail values ranging from \$0.18 to \$149.50. Cpg savings on fuel are to a maximum of 30 gallons. Product prizes are subject to availability. The value of any redeemed cpg savings varies depending on the amount of fuel purchased. All Product prizes that include more than one (1) of the specific Product are awarded as multiple prizes (example: If you win 50 Free Pepsi 20 oz. as your prize, you will be awarded 50 prizes of Pepsi 20 oz.). Product prize messages may not be reproduced and cannot be combined with any other coupons or promotional offers. **Smiles expire only as set forth in the Rewards Terms and Conditions, which are available at yeswayallsupsrewards.com. Product prizes of 50 units expire December 31, 2024. All other Products must be redeemed by the close of business of any Participating Location on September 17, 2024.** Not all Product prizes, Reward prizes and cents off per gallon selections may be claimed or redeemed.

TABLE 2: LIST OF PRODUCT AND REWARD PRIZES AND OPTIONS FOR CENTS OFF PER GALLON:

Quantity	Prize	Approx. Retail Value	# of Prizes Available	Odds of winning
1	1 Beef & Bean Burrito	\$2.99	45,050	1 in 10
50	50 Beef & Bean Burrito	\$149.50	450	1 in 993
1	1 Pepsi/Mtn Dew (20oz)	\$2.59	9,050	1 in 49
50	50 Pepsi/Mtn Dew (20oz)	\$129.50	450	1 in 993
1	1 Red Bull (8.4oz)	\$2.69	9,050	1 in 49
50	50 Red Bull (8.4oz)	\$134.50	450	1 in 993
1	1 Doritos/Lays Grab Bag	\$2.69	9,050	1 in 49
50	50 Doritos/Lays Grab Bag	\$134.50	450	1 in 993
1	1 Reese's Bar (reg)	\$2.29	4,050	1 in 110
50	50 Reese's Bar (reg)	\$114.50	350	1 in 1,277
1	1 Sour Patch Kids (peg)	\$2.49	4,050	1 in 110
50	50 Sour Patch Kids (peg)	\$124.50	350	1 in 1,277

50	50 Smiles	\$0.18	350,050	1 in 1.33
500	500 Smiles	\$1.75	25,050	1 in 18
15	50¢ off per gallon of fuel	\$45.00	4,050	1 in 110

TOTAL PRIZES: The total approximate retail values of all available Products is \$689,283 (six hundred, eighty-nine thousand, two hundred, eight-three dollars).

6. **NOTIFICATION AND REDEMPTION:** Upon participation in the Game, through any of the methods set forth in Section 4, the participant will receive notification of their SPIN in their Yesway & Allsup’s Rewards account. Spins must be taken **no later than 11:59:59 PM CT on September 3, 2024**. Prizes or Rewards will be automatically loaded onto the Rewards account allowing the bearer to redeem the Prize or Rewards at Participating Locations. Cpg savings will be automatically loaded onto the winners Rewards account and the discount available on a future fill-up. Multiple cpg savings can be stacked.
7. **SELECTION OF WINNERS:** Prize or Reward options resulting from Spins will be awarded on a rolling basis throughout the Game Period according to the availability of Prizes or Rewards and the odds set forth in Table 2, above.
8. **ODDS TO WIN:** The overall odds of winning a prize option are 1 in 1. The individual odds to receive any specific prize option are detailed in Table 2 above.
9. **LIMITATIONS OF LIABILITY:** Participants in the Game hereby: (a) release Yesway and its respective parent companies, subsidiaries, affiliated companies, officers, directors, employees, agents, representatives, and promotion partners (collectively, the “Released Parties”) from any and all liability for any loss, harm, damages, costs, or expenses, including without limitation property damages, personal injury, illness, and death arising out of participation in this Game or any Game-related activity, or the acceptance, possession, use, or misuse of any prize, and claims based on publicity rights, defamation, invasion of privacy, and merchandise delivery; and (b) indemnify, hold harmless, and defend the Released Parties from and against any and all liability or loss and against all claims or actions identified in the foregoing clause (a) or relating thereto. The Released Parties assume no responsibility for human or technical error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, wireless, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Yesway on account of technical problems, spam filters, or traffic congestion on the internet or via mobile device transmission or any combination thereof, or other technical or human error related to the promotion, execution or administration of the Game. No responsibility is assumed for any injury or damage to any entrant’s or any other person’s computer/mobile device related to or resulting from downloading any materials in the Game, for any unavailability of telephone lines, connections, or cellular telephone service, or for any other technical malfunctions that may interfere with any entrant’s attempt to enter. Any attempt to deliberately damage any service or website or to undermine the legitimate operations of the Game may be a violation of civil or criminal laws, and Yesway reserves the right to disqualify and seek damages from any such person to the fullest extent of the law. Yesway reserves the right in its sole discretion to modify, suspend, or terminate the Game in whole or in part at any time for any reason without prior notice. **THE GAME AND PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL THE**

RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZES OR ACCESS TO OR USE OF THE GAME OR INFORMATION RELATING TO ANY OF THE FOREGOING.

10. **GENERAL CONDITIONS**: All federal, state, local, and other tax obligations arising from this Game, including without limitation winning any Prize or Reward, will be the sole responsibility of each prize winner. Prizes are non-transferable, and no substitution, cash redemption, assignment, or transfer of any Prize or Reward is permitted. Yesway reserves the right to change the Prizes or Rewards at any time without incurring any obligations but in such an event will make every effort to provide a prize of equal or greater value. All potential winners are subject to verification, including without limitation verification of eligibility and compliance with these Official Rules. In addition, Yesway reserves the right to require a confidential background check upon a potential winner to help ensure that the use of any such person in advertising or publicity for the Game will not bring Yesway into public disrepute, contempt, scandal, or ridicule or reflect unfavorably on the Game or Yesway, as determined by Yesway in its sole discretion, and that the awarding of the Prize or Reward to the potential winner will not violate applicable U.S. laws or regulations. If a potential winner fails to submit the information for the background check as instructed by Yesway, or Yesway determines in its sole discretion that the awarding of the prize may violate applicable U.S. laws or regulations, Yesway may disqualify the potential winner. If attempted notification is returned as undeliverable, if a potential winner is not verified as eligible or cleared via the background check, or if a potential winner is otherwise determined to be ineligible to receive a prize, the prize will be forfeited and may be awarded to an alternate winner in Yesway's sole discretion. The Game is void outside of Iowa, Missouri, Kansas, Texas, Oklahoma, Nebraska, New Mexico, South Dakota, or Wyoming, and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. If the Game is challenged by any legal or regulatory authority, Yesway reserves the right to discontinue or modify the Game, or to disqualify entrants residing in the affected geographic areas. In such an event, the Released Parties will not have any liability to any entrants who are disqualified due to such action.
11. **DISPUTES**: THIS GAME AND THESE OFFICIAL RULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN TEXAS. THE VENUE FOR ANY PROCEEDINGS SHALL BE IN TARRANT COUNTY, TEXAS. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR INJUNCTIVE OR OTHER EQUITABLE RELIEF. BY ENTERING THE GAME, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.
12. **WINNERS' LIST/RULES**: For Game winner information (available after October 1, 2024), or an additional copy of the Official Rules, send a self-addressed, stamped #10 envelope specifying "Winners List" or "Official Rules" to: Yesway Summer Contest, 2301 Eagle Pkwy, Ft Worth, 76177. Requests must be received by September 10, 2024.

13. **SPONSOR**: The Game is presented by BW Gas & Convenience Retail, LLC, d/b/a Yesway, 2301 Eagle Parkway, Suite 100, Fort Worth, Texas 76177.
14. **PRIVACY POLICY**: Personal information collected from participation in the Game is subject to Yesway's Privacy Policy as set forth at <https://yesway.com/privacy-policy/>, which is incorporated herein by reference

©2023 BW Gas & Convenience Retail, LLC, d/b/a Yesway. All Rights Reserved. YESWAY® is a registered trademark owned by BW Gas & Convenience Holdings, LLC. All trademarks used on the prize options, or elements thereof, are the intellectual property of their respective owners and Yesway and the Game are not necessarily affiliated, sponsored, or endorsed by or with any such intellectual property rights holders. The Game is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter, or any other social media website, which are used only to advertise the Game.