

# **BLUE BEACON TRUCK DRIVER APPRECIATION WEEK 2020 SWEEPSTAKES**

## **CONSUMER DISCLOSURE**

1. No winners will be selected prior to September 24, 2020. On or following that date, the winners of this promotion (the “Promotion”) shall be chosen strictly in the manner provided in the Rules, Terms, and Conditions found on the promotion website.
2. **NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
3. Identification and estimated retail value of each prize in the Promotion is found in Section 6 of the Rules, Terms and Conditions.
4. The odds of winning depend on the total number of entries received, as explained more thoroughly in the Rules, Terms, and Conditions.
5. The Promotion is sponsored by BLUE BEACON INTERNATIONAL, PO Box 856, Salina, KS 67402.
6. Receipt of a prize is restricted solely by the eligibility and participation requirements explained in the Rules, Terms, and Conditions. No additional restrictions apply, except as provided for by applicable law. Must be 21 and a legal resident of the United States to participate. **VOID WHERE PROHIBITED.**
7. The Promotion has an entry deadline of September 23, 2020, for a chance to win, as explained more thoroughly in Section 2 of the Rules, Terms, and Conditions.

# BLUE BEACON TRUCK DRIVER APPRECIATION WEEK 2020 SWEEPSTAKES

## RULES, TERMS, AND CONDITIONS

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

2. **Promotion Description:** The BLUE BEACON TRUCK DRIVER APPRECIATION WEEK 2020 SWEEPSTAKES ("Sweepstakes") begins on SEPTEMBER 13, 2020 AT 12:00 AM CST and ends on SEPTEMBER 19, 2020, at 11:59 PM CST. (the "Promotion Period"). Entry of valid tickets received during the Promotion Period must be completed by September 23, 2020 at 11:59 PM CST.

3. **Sponsor:** The sponsor of this Sweepstakes is BLUE BEACON INTERNATIONAL ("Sponsor"). By participating in the Sweepstakes, each Participant unconditionally accepts and agrees to comply with and abide by these Rules, Terms and Conditions ("Official Rules") and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Participants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at PROMOTION@BLUEBEACON.COM during the Promotion Period.

4. **Rules, Terms, and Conditions:** By entering, all participants agree to be bound by the Rules, Terms, and Conditions of the Promotion. All participants additionally agree to be bound by BLUE BEACON'S decisions made in connection with this Promotion.

5. **Eligibility:** The Promotion is open to legal residents of the United States who are at least 21 years old (each, a "Participant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

**6. Prizes:**

**5 - \$10,000 Cash Prizes**

Retail Prize Value \$10,000

Five (5) winners will receive a \$10,000 cash prize. In addition, each winner will select a charity from the following list and Sponsor will make a \$500 donation in the winner's name.

The five (5) winners receiving \$10,000 will also be required to provide Sponsor with a completed IRS Form W-9 (required for winnings of \$600 or more). 22% of your cash prize will be withheld for IRS federal income tax withholding purposes.

List of Truck Driver Charities eligible for donation: St. Christopher Truckers Relief Fund, Trucker Charity, Truckload of Respect, Truckers Final Mile, Operation Roger, Truckers Against Trafficking

**Gift Card Prizes**

One Hundred and Nine (109) - \$500 Visa Gift Cards will be awarded to one entrant at each of our 109 locations in the United States. Retail value: \$500.

Only one prize per person and per household will be awarded. Gift cards are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash, or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The Approximate Retail Value (ARV) of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. Winners will be responsible for all taxes.

This Sweepstakes is open to legal residents of the United States and Prizes will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize. Prior to prize distribution, proof of Social Security Number and signed image release will be required. If not provided within seven (7) days an alternate winner may be selected.

**7. Odds:** The odds of winning a \$10,000 cash prize are 5/the total number of entries received. The odds of winning a Gift Card Prize are 1/the total number of entries received at your chosen location via the submitted entry form.

8. **How to Enter the Sweepstakes:** There is NO PURCHASE NECESSARY to participate in the Sweepstakes. A purchase does not increase your chances of winning.

- a) To Enter Via Purchase: During the Promotion Period, if you purchase any wash at a Blue Beacon Truck Wash you may enter the Sweepstakes by visiting [bluebeacon.com/TDAW](http://bluebeacon.com/TDAW) and completing the on-screen ticket number registration form. You may only enter a ticket number one time. All ticket number registration entries must be received by 11:59 p.m. CST on 9/23/2020.
- b) To Enter Without Making A Purchase: To enter via mail, on a plain piece of 3"x 5" paper hand print your first and last name, street address (no P.O. Boxes), city, state, zip code, month/year of birth, favorite Blue Beacon Truck Wash location, and email address. Mail your entry in an envelope no larger than #10 (business-size envelope) with sufficient postage affixed, to: Blue Beacon International, Marketing Department, P.O. Box 856, Salina, KS 67402-0856. Mail in entries must be received by 9/23/2020 to be eligible. Do not mail more than one entry form in a single mailing envelope. No mechanically reproduced/photocopied mailed entries permitted. Sponsor is not responsible for lost, late, illegible, mutilated, postage-due, misdirected entries, or entries not received in time for the random drawing. Your "favorite Blue Beacon Truck Wash location" will be used to determine which location based Gift Card Drawing you will be participating in.

9. **Winner Selection:** The Winners of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted no sooner than September 24, 2020, by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

10. **Winner Notification:** Winners will be notified by phone and/or email at the phone and/or email address provided in the Entry Information on or about Thursday, September 24, 2020. Winners must accept the prize by email as directed by Sponsor within seven (7) days of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s) or incorrect or non-working telephone numbers, technical difficulties associated therewith, or Winner's failure to adequately monitor any telephone or email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.

11. **Privacy:** By entering the Sweepstakes, you grant Sponsor permission to share your email

address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

12. **Limitation of Liability**: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes. IN NO EVENT SHALL SPONSOR OR THE PROMOTION ENTITIES BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO ANY INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES.

By entering the Sweepstakes, you release and discharge Sponsor and the Promotion Entities from any liability whatsoever in connection with the Sweepstakes, your participation in the Sweepstakes, or with the acceptance, possession, use or misuse of any prize including, without limitation, legal claims, costs, injuries, losses or damages, demands or actions of any kind (including, without limitation: personal injuries; death; damage to, loss or destruction of property; rights of publicity or privacy; and defamation or portrayal in a false light). Sponsor and the Released Parties will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Sweepstakes. Sponsor and the Released Parties will not be responsible for any inaccurate Grand Prize details supplied to an entrant by any third party related to this Sweepstakes. Additionally, you hereby agree to indemnify the Sponsor and the Released Parties from any and all losses, damages, costs, expenses, rights, claims, demands and actions (including attorney's fees and expenses for litigation and settlement), which may be brought against any one or more of them by anyone claiming to have suffered loss or damage as a result of your participation in the Sweepstakes and/or with your acceptance, possession, use or misuse of any prize.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel,

terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

13. **Disputes**: Each Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with this promotion, or any prizes awarded, shall be resolved individually, without resorting to any form of class action, and any judicial proceedings shall take place in a federal or state court within the State of Kansas.; (ii) 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 (iii) 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 these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the promotion, shall be governed by, and construed in accordance with the laws of the State of Kansas, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of Kansas, or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Kansas.

14. **Winner List/Official Rules**: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to BLUE BEACON INTERNATIONAL Attn: TDAW at PO Box 856, SALINA, KS 67402. Requests for the names of the winners must be received no later than November 22, 2020. For accessing a Winner List online, visit BLUEBEACON.COM/2020TDAW. The winner list will be posted after winner confirmation is complete.