

## **Polar Pop Cup 4 Life Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Polar Pop Cup 4 Life (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of entry. Employees of Mac's Convenience Stores LLC., Circle K Stores Inc., RDK Ventures LLC, and TMC Franchise Corp., HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations and is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Mac's Convenience Stores LLC., Circle K Stores Inc., RDK Ventures LLC, and TMC Franchise Corp., 1130 W. Warner Road, Tempe, AZ 85284.

**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on May 3, 2017 at 12:00 a.m. United States Eastern Time ("ET"), ends on June 6, 2017 at 11:59 p.m. ET (the "Promotion Period"), and consists of thirty-five (35) daily entry periods (each a "Daily Entry Period") as well as a grand prize entry period ("Grand Prize Entry Period") that coincides with the Promotion Period. Each Daily Entry Period will commence at 12:00 a.m. ET and conclude on the same day at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter: No purchase or store visit necessary to enter. There are two (2) ways to enter:** To participate, you will need to have a Twitter, Facebook, and/or Instagram account. Creating one is subject to the applicable terms and conditions (<http://twitter.com/tos>), (<https://www.facebook.com/legal/terms>), or (<http://instagram.com/about/legal/terms/#>). Take an original and creative photograph with at least one Polar Pop Cup; you and/or other people should be included but not required ("Polar Pop Cup Submission"). If you would prefer not to make a purchase or visit a Circle K location, take an original and creative photograph holding up a sign with the Promotional Hashtags, written legibly, as outlined below ("Alternate Submission"). Collectively, or generically, Polar Pop Cup Submissions and Alternate Submissions are referred to as a "Submission," herein. Taking a photo with a Polar Pop Cup will not improve your chances of winning.

**A. Post a Photo on Twitter and/or Instagram:** During the Promotion Period, take the following action to receive one (1) entry into the applicable Daily Entry Period drawing and one (1) entry into the Grand Prize Entry Period: (1) Post/Tweet your Submission; and (2) Include the hashtags #PolarPopCup4Life (or #PolarPopCupForLife or #PolarPopCupFourLife) and #Sweepstakes ("Promotional Hashtags").

**B. Comment on Sponsor's Facebook Timeline:** During the Promotion Period, take the following actions to receive one (1) entry into the applicable Daily Entry Period drawing and one (1) entry into the Grand Prize Entry Period: (1) Visit any of the Sponsor's Facebook Timeline pages (see list below) and locate the post(s) advertising this Sweepstakes; (2) Post your Submission as a comment; and (3) Include the Promotional Hashtags, in the comment.

West Coast	<a href="https://www.facebook.com/CircleKWest/?fref=ts">https://www.facebook.com/CircleKWest/?fref=ts</a>
Arizona	<a href="https://www.facebook.com/CircleKArizona/?fref=ts">https://www.facebook.com/CircleKArizona/?fref=ts</a>
Southwest	<a href="https://www.facebook.com/CircleKSouthwest/?fref=ts">https://www.facebook.com/CircleKSouthwest/?fref=ts</a>
Gulf Coast	<a href="https://www.facebook.com/CircleKGulfCoast/?fref=ts">https://www.facebook.com/CircleKGulfCoast/?fref=ts</a>
Heartland	<a href="https://www.facebook.com/CircleKHeartland/?fref=ts">https://www.facebook.com/CircleKHeartland/?fref=ts</a>
Midwest	<a href="https://www.facebook.com/CircleKMidwest/?fref=ts">https://www.facebook.com/CircleKMidwest/?fref=ts</a>
Southeast	<a href="https://www.facebook.com/CircleKSoutheast/?fref=ts">https://www.facebook.com/CircleKSoutheast/?fref=ts</a>
Florida	<a href="https://www.facebook.com/CircleKFlorida/?fref=ts">https://www.facebook.com/CircleKFlorida/?fref=ts</a>
Great Lakes	<a href="https://www.facebook.com/CircleKGreatLakes/?fref=ts">https://www.facebook.com/CircleKGreatLakes/?fref=ts</a>
Coastal Carolinas	<a href="https://www.facebook.com/CircleKCoastalCarolinas/">https://www.facebook.com/CircleKCoastalCarolinas/</a>
Franchise	<a href="https://www.facebook.com/CircleKFranchise/?fref=ts">https://www.facebook.com/CircleKFranchise/?fref=ts</a>
Polar Pop	<a href="https://www.facebook.com/polarpop/">https://www.facebook.com/polarpop/</a>

Your Tweet/post and its included content will hereafter be referred to as your Submission. ReTweets will not accrue entries in this Sweepstakes. Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in Section 5. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Your Submission may not be indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way. The Submission must not feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. You automatically will receive one (1) entry into the Sweepstakes for your qualified Submission. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Submissions; all of which will be void.

***Posting on Instagram requires a mobile device and therefore message and data rates may apply.*** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your account settings on the Social Account you use to enter must be set to "unprotected" and/or "public" in order for your Tweets or comments to

Sponsor's posts are viewable by Sponsor.

Limit: You may enter one (1) time per day during the Promotion Period regardless of method or combination of methods of entry. Each Submission must be unique to qualify as an entry. Multiple entrants are not permitted to share the same Twitter/Instagram/Facebook account or email address. Any attempt by any entrant to obtain more than the stated number of entries/one (1) entry by using multiple/different Twitter/Instagram/Facebook accounts, email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram/Facebook account or email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter/Instagram/Facebook account. Each potential winner may be required to show proof of being the/an authorized account holder.

**5. Sponsor's Use of Submissions:** Tweeting/Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**6. Drawings:** Administrator is an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the applicable Entry Period, on or around the next business day following the applicable Entry Period. *Non-winning entries from each Daily Entry Period drawing will carry over into any subsequent Daily Entry Period drawing.* The potential winners will be notified via the social channel used to enter the Sweepstakes. Except where prohibited, the potential Grand Prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. Each potential First Prize winner will be required to provide his/her full name, email address, and home address (no P.O. boxes permitted) which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

**7. Prizes:** ONE (1) GRAND PRIZE (awarded for the Grand Prize Entry Period): \$10,950 Circle K gift card. Approximate Retail Value ("ARV"): \$10,950.

THIRTY-FIVE (35) FIRST PRIZES (one (1) awarded for each Daily Entry Period): Polar Pop for one year, awarded as a \$365 Circle K gift card. ARV: \$365.

For All Prizes: Terms and conditions of gift cards apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. Limit: of one (1) prize per person. Total ARV for all prizes: \$23,725.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Facebook, Inc., Instagram, LLC, Twitter, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously

deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrants is subject to HelloWorld's Privacy Policy (<http://www.helloworld.com/privacy-policy>) and Sponsor's Privacy Policy (<https://www.circlek.com/privacy-policy-?language=en>).

**14. Winner List:** For a winner list, visit <http://bit.ly/2nOeDY3>. The winner list will be posted after winner confirmation is complete.

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