

## Casey's Summer of Freedom Hashtag Contest Official Rules

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

**1. Eligibility:** Casey's Summer of Freedom Hashtag Contest (the "Sweepstakes") is open only to legal residents of Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, and Wisconsin who are at least eighteen (18) years old at the time of entry. Employees of Casey's Retail Company, Merkle 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, and local laws and regulations and is void outside the listed states and where prohibited. 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:** Casey's Retail Company, One SE Convenience Blvd, Ankeny, IA 50021. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on June 21, 2021 at 12:00 a.m. Central Time ("CT") and ends on July 31, 2021 at 11:59 p.m. CT (the "Promotion Period"). Facebook/Twitter/Instagram's servers are the official time-keeping devices for the Sweepstakes.

#### **4. How to Enter:**

To participate via Method 5a, 5b and/or 5c below, you will need to have a Twitter, Facebook and/or Instagram account (each a "Social Account"). Creating each Social Account is free but 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/#>. **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.

The setting for each Social Account used to enter must remain public during the Promotion Period and until the prizes are awarded (as described in Section 6). You must not change your Social Account handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

There are 4 ways to enter:

- a. Twitter:** During the Promotion Period, take the following actions to receive an entry:
- (i) Go to your local Casey's General Store and locate the Lee Brice cut-out. Then, take a selfie with the Lee Brice cut-out ("Selfie");
  - (ii) Follow @caseysgenstore on Twitter; and
  - (iii) Tweet your Selfie **AND** include the hashtags #CaseysandLeeBriceContest and #SummerofFreedom in your original Tweet ("Submission").

ReTweets or Tweets where the hashtag is included in a reply to the original Tweet will not be deemed to be entries.

- b. Instagram:** During the Promotion Period, take the following actions:
- (i) Go to your local Casey's General Store and locate the Lee Brice cut-out. Then, take a selfie with the Lee Brice cut-out ("Selfie");
  - (ii) Follow @caseys on Instagram; and
  - (iii) Post your Selfie **AND** include the hashtags #CaseysandLeeBriceContest and #SummerofFreedom in your original post ("Submission").

Instagram stories, or Instagram posts where the hashtag is included in a comment to the original post, will not be deemed to be entries.

**c. Facebook:** During the Promotion Period, take the following actions:

- (i) Go to your local Casey's General Store and locate the Lee Brice cut-out. Then, take a selfie with the Lee Brice cut-out ("Selfie");
- (ii) Follow @caseys on Facebook;
- (iii) Locate Sponsor's Sweepstakes post on its Facebook page (<https://www.facebook.com/caseys>); and
- (iv) Comment on the Sweepstakes post with your Selfie **AND** the hashtags #CaseysandLeeBriceContest and #SummerofFreedom ("Submission").

By Tweeting/posting your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform.

Guidelines:

- The Submission must be your original work;
- Each Submission must be unique; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Content Restrictions:

- The Submission must not include any private information of a third party such as name, address, phone number, or email address;
- The Submission must not contain photo collages or videos;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission may feature the Lee Brice cut-out and brand names or trademarks owned by Sponsor, which entrant has a limited license to use to create and upload a Submission in this Contest. **Submission MUST NOT show, reference or mention brands competitive to those of Sponsor or it will be disqualified.** Submission must not feature any other brands or trademarks not owned by Sponsor;
- The Submission must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- The Submission must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. 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 or proof in a form acceptable to Sponsor.

By Tweeting/posting a qualified Submission that conforms to all of the above requirements, you will receive one (1) entry into the Sweepstakes.

**d. Free Mail-In:** During the Promotion Period, to enter without traveling to a Casey's location, posting a photo on Instagram, commenting on Facebook or tweeting, print your full name, home mailing address, phone number, email address, and date of birth on a piece of paper and mail it in

an envelope with proper postage to "Casey's Summer of Freedom Hashtag Contest," c/o Merkle Inc., P.O. Box 5010, Department 848572, Kalamazoo, MI 49003-5010. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope, subject to the overall limit below. All mail-in entries must be handwritten and must be postmarked by July 31, 2021 and received by August 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

**Entry Limit:** You may enter one (1) time per Social Account during the Promotion period. You may enter up to three (3) times total during the Promotion Period, regardless of methods of entry. Multiple entrants are not permitted to share the same email address or Social Account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different emails, Social Accounts, 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 entry, the authorized account holder of the email address or Social Account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address or Social Account by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Social Account. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

**5. Sponsor's Use of Social Post Content:** 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 Promotion Period, on or around August 12, 2021. Each potential winner will be notified by @caseys (Instagram/Facebook) or @caseysgenstore (Twitter) through the social channel used to enter and will be directed to a secure online claim form and asked to provide his/her name, email address, mailing address and date of birth to confirm eligibility within two (2) days of the date notice or attempted notice is sent into order to claim the prize. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) will also be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or 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.

**7. Prizes: TWO (2) GRAND PRIZES:** A Concert Event Package consisting of 2 tickets (1 each for winner and 1 guest) to a Lee Brice concert; a pre-show meet and greet with Lee Brice; a \$500 prepaid card, terms and conditions apply; and a \$500 Casey's gift card, terms and conditions apply. All details about the concert and meet and greet, including the date, time, location, venue, time and seats, will be determined by Sponsor in its sole discretion. Concert and meet and greet are intended to take place by December 31, 2021 but

the date may be altered by artist's discretion. **All expenses and incidental costs not expressly stated in the package description above, including but not limited to, airfare, lodging, ground transportation, food, parking, tolls, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are the responsibility solely of winner.** Sponsor will not replace any lost, mutilated or stolen tickets. Tickets may be subject to standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of concert or attend meet and greet. Approximate Retail Value: \$1,200.

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 or prize component 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 Promotion Period. Limit: one (1) prize per person. Sponsor or its agent will contact each winner approximately 1 to 2 weeks after winner confirmation is complete about fulfillment of the concert and meet and greet. Winner will pick up tickets at the concert venue box office. Gift card prizes will be fulfilled by mail approximately 1 to 2 weeks after winner confirmation is complete.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Twitter, Inc., Instagram, Inc., Facebook, Inc., 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, prize information, likeness, Submission, photograph (including, without limitation, winner's Social Account profile photo), voice, opinions and/or hometown and state 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, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, civil unrest, widespread illnesses, declarations of war, acts of God, or acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. 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, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. 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 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 Sponsor's Privacy Policy <https://www.caseys.com/privacy-policy>.

**14. Winner List:** For a winner list, visit <https://bit.ly/2Ro50U5>. The winner list will be posted after winner confirmation is complete.

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