

## FUEL REWARDS® PROGRAM + KOOL FUEL YOUR VIBE SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Fuel Rewards® program + Kool Fuel Your Vibe Sweepstakes ("Sweepstakes") is sponsored by ITG Brands, LLC, 714 Green Valley Road, Greensboro, NC 27408 ("Sponsor"), and is administered by Arrowhead Promotion & Fulfillment Co., Inc., ("Administrator"), 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins on June 1, 2023 at 12:00 AM Eastern Time ("ET") and ends on July 31, 2023 at 11:59:59 PM ET ("Sweepstakes Entry Period"). The Administrator's computer is the official clock for this Sweepstakes.
- 2. ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING RESIDENTS OF MASSACHUSETTS AND MICHIGAN) AND THE DISTRICT OF COLUMBIA WHO ARE SMOKERS TWENTY-ONE (21) YEARS OF AGE OR OLDER AND REGISTERED MEMBERS OF [HTTPS://KOOL.COM/FUELREWARDS](https://kool.com/fuelrewards) (THE "WEBSITE") AT THE TIME OF ENTRY ("ELIGIBLE ENTRANTS"). NO PURCHASE IS NECESSARY TO REGISTER ON THE WEBSITE; FOR INSTRUCTIONS ON HOW TO REGISTER, SEE SECTION 3 BELOW.** Employees, officers, directors, representatives, and agents of Sponsor, Excentus Corporation, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (*e.g.*, spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator 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. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO ENTER THE SWEEPSTAKES:** To enter the Sweepstakes, go to the Website during the Sweepstakes Entry Period. Eligible Entrants will be required to log in with their email address and password. After logging in to the Website, follow the links and instructions to accept the Sweepstakes Official Rules and "Enter." This entry method requires an entrant to be a registered member on the Website. To become a registered member on the Website, you may register for free by visiting the

Website, selecting “New Here?”, and following the registration directions which includes age verification through a third-party data source.

**LIMIT: Each Eligible Entrant is limited to receiving a total of one (1) Sweepstakes entry during the Sweepstakes Entry Period.** If more than one (1) entry is received from the same entrant, telephone number and/or e-mail address during the Sweepstakes Entry Period, the entries may, at the Sponsor’s sole discretion, be disqualified.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER’S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

- 4. RANDOM DRAWING:** On or about August 8, 2023, Administrator will randomly select fifty (50) potential winners from among all eligible entries received in the Sweepstakes Entry Period. Winners are deemed to be a potential winner, pending verification of the entrant’s eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, at their sole and absolute discretion.
- 5. PRIZE, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:** Fifty (50) winners (each a “Winner”) will each receive \$500 in Shell Gas Cards awarded as two (2) \$250 Shell gas cards (the “Prize”); ARV: \$500.00. Total ARV of all prizes: \$25,000.00. The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Entry Period. **Limit one (1) prize per person, email and/or household.**
- 6. HOW TO CLAIM THE PRIZE:** The potential winner is subject to age verification and confirmation that he or she meets the eligibility criteria set forth in Section 2 above. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept the Prize, the Prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of Eligible Entrants rendering Sponsor unable to reach any potential winner. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded.

The Prize is non-assignable and non-transferable, and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute the Prize, or portion thereof, of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor’s sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the Winner’s responsibility. Sponsor or Administrator will contact the Winners to arrange prize fulfillment details. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

No substitution, transfer or cash equivalent is permitted except by Sponsor, who reserves the right to substitute the Prize (or portion thereof) with one of comparable or greater value at its sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. All prize details are at the sole discretion of Sponsor. Gift card terms and conditions apply. Prize will be delivered to the address provided in the sweepstakes entry within six (6) weeks of the confirmation of Winners.

7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes or Sweepstakes entries; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable Winner notifications.

**By entering the Sweepstakes, each Eligible Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) TO FOREVER AND IRREVOCABLY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS; LAWSUITS; JUDGMENTS; CAUSES OF ACTION; PROCEEDINGS; DEMANDS; FINES; PENALTIES; LIABILITY FOR ANY DAMAGES, INJURIES OR LOSSES OF ANY KIND TO PERSON(S), INCLUDING DEATH, OR PROPERTY; COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT MAY ARISE IN CONNECTION WITH: (A) THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY SWEEPSTAKES-RELATED ACTIVITY OR ELEMENT THEREOF, AND THE ENTRANT'S ENTRIES, PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES; (B) THE VIOLATION OF ANY THIRD-PARTY PRIVACY, PERSONAL, PUBLICITY OR PROPRIETARY RIGHTS; (C) ACCEPTANCE, ATTENDANCE AT, RECEIPT, TRAVEL RELATED TO, PARTICIPATION IN, DELIVERY OF, POSSESSION, DEFECTS IN, USE, NON-USE, MISUSE, INABILITY TO USE, LOSS, DAMAGE, DESTRUCTION, NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE USE OF THE PRIZE (OR ANY COMPONENT THEREOF); (D) ANY CHANGE IN THE PRIZING (OR ANY COMPONENTS THEREOF); (E)**

**HUMAN ERROR; (F) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES; (G) LOST, LATE, STOLEN, MISDIRECTED, DAMAGED OR DESTROYED PRIZING (OR ANY ELEMENT THEREOF); OR (H) THE NEGLIGENCE OR WILLFUL MISCONDUCT BY AN ENTRANT OR THE RELEASED PARTIES.**

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. If, for any reason, including but not limited to, an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than the one (1) intended prize to be awarded according to these Official Rules, the intended prize will be awarded in a random drawing from among all verified prize claims received.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement or the actual fair market value for the Prize. Any prize images depicted in advertising and promotional materials may vary from the actual Prize as any depiction of a prize is for illustrative purposes only.

- 8. DISPUTES: IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. THE ARBITRATOR SHALL APPLY NORTH CAROLINA LAW CONSISTENT WITH THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATIONS, AND SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN GUILFORD COUNTY, NORTH CAROLINA. IF ANY PART OF THIS ARBITRATION PROVISION IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL (OTHER THAN THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS), OR OTHERWISE CONFLICTS WITH THE RULES AND PROCEDURES ESTABLISHED BY JAMS, THEN THE BALANCE OF THIS ARBITRATION PROVISION SHALL REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH ITS TERMS AS IF THE INVALID, UNENFORCEABLE, OR ILLEGAL OR CONFLICTING PROVISION WERE NOT CONTAINED HEREIN. IF, HOWEVER, THE PORTION THAT IS DEEMED INVALID, UNENFORCEABLE, OR ILLEGAL IS THAT CLAIMS WILL NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID, AND NEITHER CLAIMANT NOR SPONSOR SHALL BE ENTITLED TO ARBITRATE THEIR DISPUTE. UPON FILING A DEMAND FOR ARBITRATION, ALL PARTIES TO SUCH ARBITRATION SHALL HAVE THE RIGHT OF DISCOVERY, WHICH**

**DISCOVERY SHALL BE COMPLETED WITHIN SIXTY (60) DAYS AFTER THE DEMAND FOR ARBITRATION IS MADE, UNLESS FURTHER EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

9. **GOVERNING LAW & JURISDICTION:** The Sweepstakes Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the printing, construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of North Carolina), and any matters or proceedings which are not subject to arbitration as set forth in Section 8 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the state of North Carolina, in the City of Greensboro.
10. **PRIVACY:** Any personally identifiable information collected during an entrant's participation in the Sweepstakes will be collected by Administrator for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Administrator's Privacy Policy as stated at <https://apfco.com/about/privacy.cfm>; such information may be provided to the Sweepstakes' Sponsor and will be governed by Sponsor's Privacy Policy <https://www.itgbrands.com/privacy-policy>.
11. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the Prize, each Eligible Entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval, or additional compensation, unless prohibited by law, in all media now known or hereafter discovered, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
12. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in

their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has entered or attempted to enter more than the allowable number of times as set forth in Section 3 by using multiple phone numbers, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded the prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Eligible Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of the Winner, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each Eligible Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, print advertising, digital advertising, and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

13. **WINNERS' NAMES:** For the names of the Winners, interested individuals should mail a self-addressed stamped business envelope to: Winners' List, Fuel Rewards® program + Kool Fuel Your Vibe Sweepstakes, P.O. Box 8077, Dept. S8994 Grand Rapids, MN 55745-8077. Requests for Winners' names must be received no later than August 31, 2023.

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