

# 2022 RUTTER'S FREE GAS FOR A YEAR SPONSORED BY PEPSI OFFICIAL RULES

The Free Gas for a Year Sponsored by Pepsi sweepstakes (the "Sweepstakes") is offered by C H R Corp. d/b/a Rutter's ("Rutter's").

**NO PURCHASE NECESSARY TO PLAY. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

## General Sweepstakes Information

Approximately 82 Rutter's locations ("Participating Locations") are participating in the Sweepstakes. The Participating Locations are located in the United States of America in the states of Pennsylvania ("PA"), Maryland ("MD") and West Virginia ("WV").

**You must be a registered Rutter's VIP Rewards® member in order to participate and win the Sweepstakes.**

If you are not a Rutter's VIP Rewards® member, you can join for free by visiting <https://www.rutters.com/rewards-offers/> and following the instructions to register. There is no purchase or fee required to become a Rutter's VIP Rewards® member. Please allow two (2) days from the day that you register to be a Rutter's VIP Rewards® member to be eligible to participate in the Sweepstakes.

If you have already registered to be a Rutter's VIP Rewards® member but have not reset your password since Rutter's made updates to its Rutter's VIP Rewards® program in March 2020, you must reset your password in order to retain Rutter's VIP Rewards® member benefits and participate in the Sweepstakes. To update your account, please visit <https://www.rutters.com/rewards-offers/> and request a new password on the login screen.

## Official Rules

### 1) SWEEPSTAKES DATES:

The Sweepstakes begins at 12:00:01 AM, Eastern Time ("ET") or the start of business on October 31, 2022 (the "Sweepstakes Start Date"). The Sweepstakes is scheduled to end in-store at 11:59:59 PM ET or the end of business on December 25, 2022 (the "Scheduled Sweepstakes End Date"). The period between the Sweepstakes Start Date and the Scheduled Sweepstakes End Dates is known as the "Sweepstakes Period."

### 2) WHO CAN PLAY:

To be eligible to participate and win the prize in the Sweepstakes, you must be:

- A legal resident of the states of PA, MD, or WV;
- Over the age of majority in the state in which you reside, as of Sweepstakes Start Date (the age of majority is 18 years in the applicable states); and
- A registered Rutter's VIP Rewards® member (see General Sweepstakes Information above for instructions on how to become a VIP Rewards® member for free).

### 3) HOW TO PLAY:

Eligible participants can win by:

- Making a qualifying product purchase at any Participating Location and using your Rutter's VIP Rewards® membership. Qualifying products are specially marked in Participating Locations and must be purchased using your Rutter's VIP Rewards® membership.
- Without making a purchase, by sending a 3" x 5" card legibly printed together with your name, your Rutter's VIP Rewards® member number, and your email address to Rutter's, Attn: Advertising Dept., 2295 Susquehanna Trail, York, PA 17404. Requests must be received by December 25, 2022. Limit one entry per request and one request per outer mailing envelope. No mechanically reproduced or computer-generated requests allowed. Any questions, concerns or comments regarding the Sweepstakes can be sent to marketing6.chr@rutters.com or Rutter's, Attn: Advertising Dept., 2295 Susquehanna Trail, York, PA 17404.

Eligible participants can win the following prize:

- One (1) prize of FREE Rutter's Gas for a Year (the "Prize"): Prize value is determined by the average retail price of regular gasoline at Rutter's, during the month of the current year in which the winner is selected. Average price per Gallon multiplied by fifteen (15) multiplied by fifty-two (52). Value of the Prize as of March 3, 2022 is \$2,336.10. Prize will be awarded as \$2,336.10 in Rutter's Gift Cards of varying denominations totaling but not exceeding, \$ \$2,336.10. Certain conditions may apply (see the gift cards for details).
- If the Prize is not claimed in the manner provided herein, a random drawing will be held to award the unclaimed prize.

#### **4) NOTIFICATION AND REDEMPTION:**

**NOTIFICATION:** If you have been selected as a potential winner of the Prize, Rutter's will attempt to notify you via email, postal mail, registered mail, courier and/or phone. A minimum of three (3) attempts will be made to contact any winner. If the winner does not respond within seven (7) days after the third unsuccessful contact attempt, the Prize will be deemed forfeited and Rutter's will hold a drawing to select an alternate prize winner from among the pool of remaining eligible entries received. If the alternate prize winner does not respond within seven (7) days of the third unsuccessful contact attempt, the prize will be forfeited.

**REDEMPTION:** Once verified and unless specified otherwise, the Prize will be shipped by prepaid delivery to the winner's mailing address. Allow approximately four (4) to six (6) weeks for shipment of the Prize following verification. If the Prize cannot be delivered, a minimum of three (3) attempts will be made to contact any winner to arrange for pick-up of the Prize. If the Prize is not claimed within thirty (30) days of the third attempt to be contacted, it will be deemed forfeited and Rutter's will hold a drawing to select an alternate prize winner from among the pool of remaining, eligible entries received. If the alternate prize winner does not claim their prize within thirty (30) days of the third attempt to be contacted, the Prize will be forfeited.

The Prize may not be transferred or assigned except as provided herein. No cash or substitution, in whole or in part, is allowed for the Prize except by Rutter's. Rutter's reserves the right, at its sole discretion, to substitute the advertised Prize (or portion thereof) with a prize of equal or greater value for any reason. Any portion of the prize not utilized and its corresponding value will be forfeited. The Prize may not appear exactly as shown in the Sweepstakes publicity or promotional materials. To be awarded the Prize, the winner must sign an Affidavit of Eligibility/Liability and Publicity Release and provide proof of identity.

#### **5) PUBLICITY:**

Acceptance of the Prize constitutes permission for Rutter's to use any winner's name, likeness, voice and/or comments for advertising, trade or promotional purposes worldwide in commerce and in any media without limitation or additional compensation unless prohibited by law. The name of the Prize winner will be published on Rutter's website and available by mail (see paragraph 8) after the promotion ends, following verification of the Prize winner.

#### **6) PRIVACY:**

Rutter's will collect personal data about you to facilitate the Sweepstakes and for purposes of market research. If you choose to participate in the Sweepstakes, you grant Rutter's permission to send Sweepstakes updates, winner notification, specials, promotions, newsletters, and/or updates to you.

You may at any time “opt-out” of receiving future promotion mailings from Rutter’s, by sending your request to 2295 Susquehanna Trail, York, PA 17404.

No personal data will be transferred or sold to any third party except in the following circumstances:

- When you give Rutter’s permission to do so;
- When in good faith Rutter’s believes the law requires it;
- Under limited circumstances specifically described to you when Rutter’s collects the information;
- To affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- To our respective agents, professional advisors, and promotional and marketing agencies, provided that such agents, professional advisors, and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Rutter’s may utilize aggregate information that does not contain any specific personally identifiable information. Rutter’s may share aggregate information with trading partners, co-branded locations, participating sponsors and advertisers. To access the information that you have supplied, or to update or rectify your information, use the contact feature on <https://www.rutters.com/rewards-offers/>, or send prepaid mail to Rutter’s, Attn: Advertising Dept., 2295 Susquehanna Trail, York, PA 17404.

## 7) RESTRICTIONS:

The following acts are prohibited and will result in automatic disqualification from the Sweepstakes:

- Using any method that artificially increases odds of winning;
- Non-compliance with these Official Rules;
- Refusal or failure to timely return the Affidavit of Eligibility/Liability and Publicity Release with proof of identity, in accordance with these Official Rules; or
- Any other act that Rutter’s determines, in its sole discretion, may jeopardize the integrity or proper conduct of the Sweepstakes.

If the potential winner is disqualified and/or forfeits the Prize, Rutter’s will hold a drawing to select an alternate prize winner from among the pool of remaining, eligible ballots received.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, RUTTER’S RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

## 8) WINNER LIST:

The name of the Prize winner and a copy of the complete Official Rules are available at <https://www.rutters.com/rewards-offers/>, or can be obtained by sending a self-addressed, stamped envelope to Rutter’s, Attn: Advertising Dept., 2295 Susquehanna Trail, York, PA 17404. Please specify “Official Rules” and/or “Winner List” with your request.

## 9) GENERAL TERMS AND CONDITIONS:

Participation in the Sweepstakes constitutes the participant’s full and unconditional agreement to and acceptance of these Official Rules and any decisions of Rutter’s, which are final with respect to all matters relating to the Sweepstakes.

This Sweepstakes is void outside the jurisdictions specified in these Official Rules and where prohibited by law. The Sweepstakes is subject to all applicable federal, state, local, and municipal laws and regulations. The participant will be required to pay any taxes, if applicable, associated with the winning of any prize.

By participating in the Sweepstakes, and as a condition of acceptance of any prize, each entrant, his/her heirs, executors, administrators, and assigns, RELEASES AND FOREVER DISCHARGES AND HOLDS HARMLESS Rutter's, its direct and indirect subsidiaries and affiliates, their advertising, promotion and fulfillment agencies and legal and other advisors, and each of their employees, officers, directors, shareholders, partners and agents (collectively, the "Released Parties"), from and against any and all losses, damages, rights, claims, actions, causes of action, personal injury, property damage or death (including without limitation all costs and liabilities of any kind, including attorneys' fees), AND INCLUDING WITHOUT LIMITATION ANY LIABILITY ARISING FROM ANY ACT OR OMISSION OF NEGLIGENCE OR INTENTIONAL CONDUCT OF THE PARTICIPANT, that the participant now has, or may hereafter have against the Released Parties directly or indirectly resulting or arising from: (a) participation in the Sweepstakes, or the awarding, acceptance, use, or misuse of any prize, or traveling to, preparing for, or participating in any Sweepstakes-related or prize-related activity; or (b) the publicity rights granted to Rutter's and its direct and indirect affiliates as referred to above. It is understood that there may be serious risks of bodily injury, death, or property damage associated with the redemption, use or misuse of any prize, and any prize winner voluntarily assumes these risks.

Any claim or dispute with respect to the Sweepstakes, a prize, or these Official Rules shall be governed by the laws of the Commonwealth of Pennsylvania and any proceedings in relation to any such claim or dispute shall be resolved exclusively by a Federal District Court in and for the Middle District of Pennsylvania and the Court of Common Pleas in and for York County, Pennsylvania. If any portion of these Official Rules is determined to be unenforceable by a court of law, all other parts of these Official Rules shall remain in full force and effect, and the conditions and covenants herein shall be binding on the participant and the participant's heirs and assigns.

**THE PRIZE SHALL BE ACCEPTED "AS IS." IT IS UNDERSTOOD THAT THE SWEEPSTAKES ENTITIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY PRIZE, OR ANY SUBSTITUTE PRIZE. ALL ENTRIES AND PRIZE CLAIMS RECEIVED BECOME THE PROPERTY OF RUTTER'S AND WILL NOT BE RETURNED. RUTTER'S RESERVES THE RIGHT TO CANCEL OR MODIFY THE SWEEPSTAKES OR TO AMEND THESE OFFICIAL RULES AT ANY TIME, FOR ANY REASON, AND WITHOUT PRIOR NOTICE.**

The Released Parties are not responsible for:

- Any technical, hardware, software or telephone failures of any kind;
- Lost or unavailable network connections;
- Failed, incomplete, garbled or deleted computer, electronic or network transmissions;
- Undelivered emails due to spam filters or any other reason; or
- Entry requests or prize claims that are stolen, illegible, incomplete, misdirected, lost, late, postage-due, damaged, or ineligible.

In the event of a dispute regarding who received the Prize, the Prize will be deemed to be received by Rutter's VIP Rewards® member associated with the member number used to make the Qualifying Purchase or entry request. In the event of a dispute as to who is the owner of the email address associated with Rutter's VIP Rewards® membership, the owner will be deemed to be the "Authorized Email Account Holder" of the email address provided by an Internet access provider, online service provider or other organization (i.e. business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## **10) INTELLECTUAL PROPERTY:**

Any and all trade names and trademarks used herein and associated with the Sweepstakes are the sole and exclusive property of Rutter's.