# THE IOWA 80 60<sup>TH</sup> ANNIVERSARY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

MESSAGE & DATA RATES MAY APPLY TO USE OF MOBILE DEVICE IN THIS SWEEPSTAKES.

**SPONSOR:** lowa 80 Group, Inc., 515 Sterling Drive, Walcott, IA 52773 ("Sponsor").

**SWEEPSTAKES ADIMINISTATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625 ("Sweepstakes Administrator"). 1-800-620-6044 www.ussweeps.com

**SWEEPSTAKES ENTRY PERIOD: The Iowa 80 60th Anniversary Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Central Time ("CT") on Monday, April 1, 2024 and ends at 11:59:59 PM CT on Friday, October 4, 2024 (the "Sweepstakes Period"). Sweepstakes Administrator's computer is the official time-keeping device for this Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States, including the District of Columbia, who are age 18 or older at the time of entry. Only eligible participants who are full time working commercial drivers of class 8 trucks/18 wheelers and hold a US-issued Commercial Driver's License (each, a "Commercial Driver") at the time of entry and prize acceptance (and, if applicable, indicate such at the time of creating a Registration Account) will be eligible to enter the Commercial Driver Grand Prize Drawing; only eligible participants who are not Commercial Drivers and indicate such at the time of creating a Registration Account will be eligible to enter the Consumer Grand Prize drawing. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S./D.C., and wherever else prohibited by law. Employees of Sponsor, Sweepstakes Administrator, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There are three (3) ways participants (each, an "Entrant") may enter the Sweepstakes.

1. Entry Method #1: Purchase Entry. If you are entering via this method of entry, you must first register for the Sweepstakes before submitting an entry. Registering for the Sweepstakes is free. Entrants may register for the Sweepstakes and create a Registration Account by visiting www.iowa80sweepstakes.com (the "Sweepstakes Microsite"), clicking the "Register Here" link, following the onscreen instructions to complete the registration form, including, but not limited to, your full name, email address, mailing address, whether

you are a Commercial Driver (the "Commercial Driver Question"), your valid, current CDL # (if applicable), and phone number, creating a password (the "Login Password"), agreeing to the Official Rules, and submitting the form (the "Registration Account"). **There is a limit of one (1) Registration Account per person.** 

After creating a Registration Account, you may earn a sweepstakes entry by completing the following steps:

- <u>Step One</u>: During the Sweepstakes Period, make a purchase at any participating lowa 80 Group location listed below (each, a "Purchase Location").
- <u>Step Two</u>: Collect your original, itemized, store-identified purchase receipt dated between April 1, 2024 and October 4, 2024 (the "Receipt"). Keep your Receipt. Sponsor reserves the right to require an Entrant to provide original Receipt for verification purposes upon request.
- <u>Step Three</u>: Use your mobile device to take a photo of the Receipt (the "Receipt Photo"). The Receipt Photo must clearly show the date, location of purchase and purchase information. Receipt Photo must be in .jpg or .png format and should be no larger than 5 megabytes (5MB).
- <u>Step Four</u>: Visit the Sweepstakes Microsite and login to your Registration Account by providing your email and password and click the Submit Button (the "Login"). After Login, proceed to the "Upload a Receipt" page to upload your Receipt Photo and click "Submit" to receive one (1) entry into the drawing for the prize associated with the Purchase Location of the Receipt and one (1) entry into the Consumer Grand Prize Drawing or the Commercial Driver Grand Prize Drawing (as detailed in the Random Drawings, Prizes and Odds section below) (the "Purchase Entry").

Entrants may submit up to five (5) unique Receipts per day during the Sweepstakes Period. There is a limit of up to five (5) Purchase Entries per person per day. Each Receipt submitted must be unique and there is a limit of one (1) Purchase Entry per unique Receipt, regardless of the number of purchases indicated on the Receipt. Attempts to gain a Purchase Entry by submitting a Receipt that has already been submitted to the Sweepstakes will be disqualified. Only valid Receipts and Receipt Photos will be accepted and are subject to verification and will not be returned. Receipt reprints are not eligible and will not be accepted. Purchase Entries must be received between Monday, April 1, 2024 at 12:00:01 AM CT and Friday, October 4, 2024 at 11:59:59 PM CT.

## Participating Purchase Locations:

- lowa 80 Truckstop\* (including lowa 80 Truckstop Store, lowa 80 Kitchen, lowa 80 Truck Fuel Center, lowa 80 Truck Service Center)
- Joplin 44 Truckstop\* (including Joplin 44 Petro Store, Joplin 44 Iron Skillet, Joplin 44 Truck Fuel Center, Joplin 44 Truck Service Center)
- Kenly 95 Truckstop\* (including Kenly 95 Truckstop Store, Kenly 95 Iron Skillet, Kenly 95 Truck Fuel Center, Kenly 95 Truck Service Center)
- Truckomat Truckwash (any location)
- Effingham Chrome Shop

\*Restaurant receipts that are not from Iowa 80 Kitchen, Joplin 44 Iron Skillet or Kenly 95 Iron Skillet, gas pump receipts that are not from Iowa 80 Truck Fuel Center, Joplin 44

Truck Fuel Center or Kenly 95 Truck Fuel Center and Iowa 80 Trucking Museum receipts do not qualify and will not result in a Purchase Entry.

- 2. Method #2: lowa80.com Method of Entry: Only Commercial Drivers are eligible to enter via this method of entry. Qualifying Entrants who complete a purchase transaction on www.lowa80.com during the Sweepstakes Period will receive one (1) entry into the lowa80.com, Effingham & Truckomat Prize Pool Drawing and one (1) entry into the Commercial Driver Grand Prize Drawing (as detailed in the Random Drawings, Prizes and Odds section below) (the "lowa80.com Entry"). There is a limit of one (1) lowa80.com Entry per completed purchase transaction, regardless of the number of items purchased. Purchase transactions made on lowa80.com that are cancelled, declined, returned or otherwise not completed will not result in an entry. lowa80.com Entries must be received between Monday, April 1, 2024 at 12:00:01 AM CT and Friday, October 4, 2024 at 11:59:59 PM CT. There is a limit of up to five (5) lowa80.com Entries per person per day.
- 3. Method #3: Free, Alternate Method of Entry ("AMOE") / Mail-in Entry. If you are entering via this method of entry, you must first register for the Sweepstakes before submitting an entry. Registering for the Sweepstakes is free. Entrants may register for the Sweepstakes and create a Registration Account by visiting www.iowa80sweepstakes.com (the "Sweepstakes Microsite"), clicking the "Register Here" link, following the onscreen instructions to complete the registration form, including, but not limited to, your full name, email address, mailing address, whether you are a Commercial Driver (the "Commercial Driver Question"), your valid, current CDL # (if applicable), and phone number, creating a password (the "Login Password"), agreeing to the Official Rules, and submitting the form (the "Registration Account"). There is a limit of one (1) Registration Account per person.

After creating a Registration Account, you may earn a sweepstakes entry without purchase by clearly hand-printing your name, complete address, email address and phone number associated with your Registration Account on a sheet of paper and mail that sheet of paper in an addressed envelope with proper postage to the following address to receive one (1) entry into the Iowa 80 Truckstop Prize Pool Drawing, one (1) entry into the Joplin 44 Truckstop Prize Pool Drawing, one (1) entry into the Kenly 95 Truckstop Prize Pool Drawing, one (1) entry into the Iowa80.com/Truckomat Prize Pool Drawing (as defined below) and one (1) entry into the Consumer Grand Prize Drawing or the Commercial Driver Grand Prize Drawing (as detailed in the Random Drawings, Prizes and Odds section below) (the "Mail-In Entry"): The Iowa 80 60th Anniversary Sweepstakes, PO Box 776, Social Circle, GA 30025. There is a limit of five (5) Mail-In Entries per person per day. Each Mail-In Entry must be mailed separately and must be postmarked between Monday, April 1, 2024 and Friday, October 4, 2024, and received by Friday, October 11, 2024.

Purchase Entry, lowa80.com Entry, and Mail-In Entry collectively referred to herein as "Entry" or "Entries". Limit: **Regardless of the method of entry, there is a limit of five (5) Entries per person per day.** All methods of entry have an equal chance of winning. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**RANDOM DRAWINGS, PRIZES AND ODDS:** All random drawings will be conducted on or about **Wednesday, October 16, 2024**, by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

The total ARV of all prizes available to be won in this Sweepstakes: \$66,000. There is a limit of one (1) prize per person.

After the Sweepstakes has ended, all eligible Entries received will be allocated to the following prize pool random drawings:

# 1. <u>lowa 80 Truckstop Prize Pool Drawing, Prizes and Odds:</u>

- All Purchase Entries submitted with a qualifying Receipt from Iowa 80 Truckstop, and all Mail-In Entries received will be placed in the Iowa 80 Truckstop Prize Pool random drawing (the "Iowa 80 Prize Pool Drawing:").
- There are ten (10) prizes available to be won in the Iowa 80 Prize Pool Drawing (each, a "Iowa 80 Prize"). Each of ten (10) Iowa 80 Prize winners will receive one (1) \$100 Iowa 80 Group Gift Card. The approximate retail value ("ARV") of each Iowa 80 Prize is \$100.
- The odds of winning an Iowa 80 Prize depend on the number of eligible Entries received in the Iowa 80 Prize Pool Drawing.
- The total ARV of all prizes available to be won in the lowa 80 Prize Pool Drawing is \$1,000.

## 2. Joplin 44 Truckstop Prize Pool Drawing, Prizes and Odds:

- All Purchase Entries submitted with a qualifying Receipt from Joplin 44 Truckstop, and all Mail-In Entries received will be placed in the Joplin 44 Truckstop Prize Pool random drawing (the "Joplin 44 Prize Pool Drawing")
- There are ten (10) prizes available to be won in the Joplin 44 Prize Pool Drawing (each, a "Joplin 44 Prize"). Each of ten (10) Joplin 44 Prize winners will receive one (1) \$100 lowa 80 Group Gift Card. The ARV of each Joplin 44 Prize is \$100.
- The odds of winning a Joplin 44 Prize depend on the number of eligible Entries received in the Joplin 44 Prize Pool Drawing.
- The total ARV of all prizes available to be won in the Joplin 44 Prize Pool Drawing is \$1,000.

#### 3. Kenly 95 Truckstop Prize Pool Drawing, Prizes and Odds:

- All Purchase Entries submitted with a qualifying Receipt from Kenly 95 Truckstop, and all Mail-In Entries received will be placed in the Kenly 95 Truckstop Prize Pool random drawing (the "Kenly 95 Prize Pool Drawing").
- There are ten (10) prizes available to be won in the Kenly 95 Prize Pool Drawing (each, a "Kenly 95 Prize"). Each of ten (10) Kenly 95 Prize winners will receive one (1) \$100 Iowa 80 Group Gift Card. The ARV of each Kenly 95 Prize is \$100.
- The odds of winning a Kenly 95 Prize depend on the number of eligible Entries received in the Kenly 95 Prize Pool Drawing.

 The total ARV of all prizes available to be won in the Kenly 95 Prize Pool Drawing is \$1,000.

# 4. lowa80.com, Effingham & Truckomat Prize Pool Drawing, Prizes and Odds:

- All Iowa80.com Entries, all Purchase Entries submitted with a qualifying Receipt from any Truckomat Truckwash or Effingham Chrome Shop, and all Mail-In Entries received will be placed in the Iowa80.com, Effingham & Truckomat Prize Pool random drawing (the "Iowa80.com/Truckomat Prize Pool Drawing").
- There are thirty (30) prizes available to be won in the Iowa80.com/Truckomat Prize Pool Drawing (each, a "Iowa80.com/Truckomat Prize"). Each of thirty (30) Iowa80.com/Truckomat Prize winners will receive one (1) \$100 Iowa 80 Group Gift Card. The ARV of each Iowa80.com/Truckomat Prize is \$100.
- The odds of winning a lowa80.com/Truckomat Prize depend on the number of eligible Entries received in the lowa80.com/Truckomat Prize Pool Drawing.
- The total ARV of all prizes available to be won in the lowa80.com/Truckomat Prize Pool Drawing is \$3,000.

#### 5. Consumer Grand Prize Pool Drawing, Prizes and Odds:

- All Entries received from Entrants who answered "No" to the Commercial Driver
  Question when creating their Registration Account will be placed in the Consumer
  Grand Prize Pool random drawing (the "Consumer Grand Prize Pool Drawing").
- There is one (1) prize available to be won in the Consumer Grand Prize Pool (the "Consumer Grand Prize"). One (1) Consumer Grand Prize winner will receive \$10,000, to be awarded in the form of a check. The ARV of the Consumer Grand Prize is \$10,000. Consumer Grand Prize winner will be required to pick up their prize at a Participating Purchase Location of Sponsor's choice on a mutually agreed upon date and time of Sponsor's choosing. Consumer Grand Prize winner will be reimbursed for up to \$1,500 for travel expenses to the Participating Purchase Location of Sponsor's choice.
- The odds of winning the Consumer Grand Prize depend on the number of eligible Entries received in the Consumer Grand Prize Pool Drawing.
- The total ARV of all prizes available to be won in the Consumer Grand Prize Pool Drawing is \$10,000.

## 6. Commercial Driver Grand Prize Pool:

- All Entries received from Entrants who answered "Yes" to the Commercial Driver Question and provided their CDL# when creating their Registration Account, and all Iowa80.com Entries will be placed in the Commercial Driver Grand Prize Pool random drawing ("Commercial Driver Grand Prize Pool Drawing")
- There is one (1) prize available to be won in the Commercial Driver Grand Prize Pool (the "Commercial Driver Grand Prize"). One (1) Commercial Driver Grand Prize winner will receive \$50,000, to be awarded in the form of a check. The ARV of the Commercial Driver Grand Prize is \$50,000. Commercial Driver Grand Prize winner will be required to pick up their prize at a Participating Purchase Location of Sponsor's choice on a mutually agreed upon date and time of Sponsor's choosing.

- Commercial Driver Grand Prize winner will be reimbursed for up to \$1,500 for travel expenses to the Participating Purchase Location of Sponsor's choice.
- The odds of winning the Commercial Driver Grand Prize depend on the number of eligible Entries received in the Commercial Driver Grand Prize Pool Drawing.
- The total ARV of all prizes available to be won in the Commercial Driver Grand Prize Pool Drawing is \$50,000.

#### WINNER NOTIFICATION & VERIFICATION:

Iowa 80 Prize, Joplin 44 Prize, Kenly 95 Prize and Iowa80.com/Truckomat Prize Winners:

Potential winners of Iowa 80 Prizes, Joplin 44 Prizes, Kenly 95 Prizes and Iowa80.com/Truckomat Prizes will be notified by the Sweepstakes Administrator via email and will be requested to confirm their mailing address within three (3) days via return email. Prizes will be sent to the mailing address associated with the winner's Registration Account or new address provided via email within six (6) weeks of winner being verified.

Consumer Grand Prize: The potential Consumer Grand Prize winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Consumer Grand Prize winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

Commercial Driver Grand Prize: The potential Commercial Driver Grand Prize winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Commercial Driver Grand Prize winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. The Commercial Driver Grand Prize winner will also be required to provide proof of their valid Commercial Driver's License and will be required to provide either the name of their employer or, if self-employed, provide their Operating Authority. Noncompliance will result in disqualification and an alternate winner may be selected.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return a Minor Release on minor's behalf, as applicable.

If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded in any given Prize Pool, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

lowa 80 Group Gift Cards are not redeemable for cash and will not be replaced if lost or stolen. lowa 80 Group Gift Card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

**PUBLICITY RELEASE:** Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of registration. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Registration Account and Entry materials/data that have been tampered with or altered, or mass accounts, mass entries, accounts and entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of registration/entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive registration account or entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in

the Sweepstakes, entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect Registration Accounts, entries or individuals from the Sweepstakes and any promotion it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION;

(B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Scott County, lowa and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Scott County, lowa. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Scott County, Iowa. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <a href="https://iowa80truckstop.com/privacy-policy/">https://iowa80truckstop.com/privacy-policy/</a>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <a href="https://www.iowa80sweepstakes.com">www.iowa80sweepstakes.com</a> or send a self-addressed, stamped envelope by October 16, 2024, to: **The Iowa 80 60<sup>th</sup> Anniversary Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after October 16, 2024), send a stamped, self-addressed envelope (no later than November 16, 2024) to: **The lowa 80 60<sup>th</sup> Anniversary Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

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