PILOT TRAVEL CENTERS LLC - WEBSITE POLICY

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VOICE OF THE GUEST SURVEY CONTEST – OFFICIAL RULES

PILOT FLYING J - VOICE OF THE GUEST SURVEY CONTEST

OFFICIAL RULES

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATORY ORDER. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. Pilot Travel Centers LLC's ("Pilot Flying J") 2017 Voice of the Guest Survey Contest, ("Contest") is a monthly random drawing Contest beginning with the first entry period starting on or about January 3, 2017, at 12:01 AM Eastern Time ("ET") ("Start Date") and ending at the conclusion of the last drawing date on January 7, 2018 at 11:59:59 PM ET (collectively, "Contest Period"). The Sponsor of this Contest is Pilot Travel Centers LLC, 5508 Lonas Dr., Knoxville, TN 37909 (referred to herein as "Sponsor").

2. HOW TO ENTER:

There are two (2) ways to enter this Contest. A) Guests who receive a cash register receipt containing an internet address can complete a guest satisfaction survey online by visiting http://ratepfj.com, agreeing to the terms and conditions contained there and providing the necessary information needed to authenticate the guest's purchase, B) Free alternate means of entry: Legibly hand print on a postcard, your complete name, street address (no P.O. Boxes please), city, state/province, ZIP/postal code, daytime phone number, and email address (if available) and mail it to: Pilot Flying J Voice of the Guest Survey Contest, 5508 Lonas Dr., Knoxville, TN 37909. Sponsor is not responsible for lost, late, stolen, mutilated or postage due entries. Mailed entries must be postmarked by the dates indicated in the drawing schedule in Rule #5 below.

No matter which entry process is selected, once the survey has been completed, you will automatically receive one (1) entry into the corresponding monthly Contest (see entry dates chart below). All online survey entries must be made within _5__-days of receipt date. LIMIT: __1_ entry per transaction day per email or household address regardless of the method of entry selected. One prize per person or household over the Contest Period. No entries will be retained for subsequent monthly drawings (if any).

All entries and materials submitted become the property of the Sponsor and shall not be acknowledged or returned. If entries exceed the entry limitations, the Entrant may be disqualified in the Sponsor's sole discretion. Entrants must provide all information requested to be eligible to win. Incomplete,

unreadable, or unintelligible entries shall be disqualified. Entries generated by a script, macro or other automated means shall be disqualified. Each entrant must be the rightful owner or have authorized use of the e-mail address identified in the entrant's entry as of the Start Date. In the event of a dispute as to the identity of a winner, the winner shall be deemed to be the person in whose name the e-mail account governing the e-mail address was opened.

- 3. <u>ELIGIBILITY:</u> Contest is open to legal residents of the United States and Washington, D.C., who are at least 18 years old and the age of majority in his/her state of residence at time of entry. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the Start Date, held employment with or performed services for Sponsor (collectively, "Contest Entities") or any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Contest are not eligible to enter or win. Immediate family and household members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. *Void where prohibited*.
- 4. <u>WINNER SELECTION AND NOTIFICATION:</u> Winners shall be selected in a random drawing based on the drawing schedule listed below by the Contest Sponsor from all eligible entries received during each entry period. All prizewinners shall be notified by telephone, email and/or overnight mail whichever is appropriate. Selected winner shall be required to respond (as directed) to the notification within five (5) business days of attempted notification date. The failure to respond timely to the notification shall result in forfeiture of the prize and, in such case, the Sponsor shall randomly select an alternate winner from among the remaining eligible entries. Prizewinners shall be required to verify name and complete address and to execute and return within seven (7) days an affidavit of eligibility and liability/publicity release form covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. Prize shall not be awarded until all such properly executed forms are returned. The decisions of the Sponsor are final and legally binding in all Contest related matters.
- 5. **ENTRY AND DRAWING PERIODS:** Each of the listed drawings below is unique and no entry will be carried forward to any other drawing period listed below.

MONTHLY CONTEST ENTRY PERIODS:

Entry Periods	Entry Period Begins at 12:00:01 a.m. ET:	Entry Period Ends at 11:59:59 p.m. ET:	Anticipated Drawing Date on or about :	All Mail-in Entries Must Be Postmarked By 11:59:59 p.m. ET on the below dates:
Entry Period #1	1/3/17	1/30/17	2/7/17	1/30/17
Entry Period #2	2/1/17	2/28/17	3/7/17	2/28/17
Entry Period #3	3/1/17	3/31/17	4/7/17	3/31/17
Entry Period #4	4/1/17	4/30/17	5/7/17	4/30/17

Entry Period #5	5/1/17	5/31/17	6/7/17	5/31/17
Entry Period #6	6/1/17	6/30/17	7/7/17	6/30/17
Entry Period #7	7/1/17	7/31/17	8/7/17	7/31/17
Entry Period #8	8/1/17	8/31/17	9/7/17	8/31/17
Entry Period #9	9/1/17	9/30/17	10/7/17	9/30/17
Entry Period #10	10/1/17	10/31/17	11/7/17	10/31/17
Entry Period #11	11/1/17	11/30/17	12/7/17	11/30/17
Entry Period #12	12/1/17	12/31/17	1/7/18	12/31/17

6. **PRIZES:** ONLY THE PRIZE LISTED BELOW WILL BE AWARDED. EACH MONTH THE FOLLOWING PRIZE WILL BE AWARDED:

One (_1_) Prize: Each winner will receive a \$100 Pilot Flying J gift card redeemable for purchases at any Pilot Flying J location within the United States. .

Winner shall be responsible for any and all federal, provincial, state and/or local taxes resulting from acceptance of the prize. No prize will be replaced if lost or stolen once received. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded in Sponsor's sole discretion.

- 7. <u>ODDS OF WINNING:</u> Odds of winning depend on the number of eligible entries received during each entry period.
- 8. **CONDITIONS OF PARTICIPATION/INDEMNIFICATION:** By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor, which shall be final and legally binding in all respects. By participating in this Contest and/or by accepting any prize that they may win, entrants agree that the Contest Entities; their respective parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Contest, including entry and participation in this Contest and acceptance, possession, use or misuse of any prize. Each entrant, including each prizewinner, by participating in the Contest, agrees to fully indemnify each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or

computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest, and reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. This Contest shall be governed by the internal laws of the state of TENNESSEE. Any and all legal actions or claims arising in connection with this Contest must be brought in a federal or state court in KNOXVILLE, TENNESSEE and you hereby submit to sole and exclusive jurisdiction by the state of TENNESSEE. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHALL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 9. <u>DISQUALIFICATION/FORCE MAJEURE:</u> In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) complete a final random prize drawing that will include all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.
- 10. **GOVERNING LAW / WAIVER OF JURY TRIAL:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and the Promotion Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States, the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions. By participating, Entrant hereby waives all rights to

claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs, and participant further waives all rights to have damages multiplied or increased.

11. <u>WINNERS LIST:</u> For the list of monthly prize winners or a copy of the Official Rules, mail a self-addressed, stamped envelope to be received no later than 2/28/18 to: Pilot Flying J Voice of the Guest Contest Winner, 5508 Lonas Drive, Knoxville, TN 37909.