

TERRIBLE'S "RACE 2 TERRIBLE'S" SWEEPSTAKES
IN PARTNERSHIP WITH ROCKSTAR ENERGY® AT TERRIBLE'S CONVENIENCE STORES
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.

1. **SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00 a.m. Pacific Standard Time (PST) on June 1, 2022 and ends at 11:59 p.m. PST on August 31, 2022 ("Sweepstakes Period").
2. **HOW TO ENTER:** During the Sweepstakes Period you can enter via the following method:
 - a. Downloading the Terrible's Social House App: Download the Terrible's Social House App on a compatible smartphone or other mobile device. There is no cost for downloading the Terrible Herbst Social House App. Complete the entry form found underneath the "Promotions" tab > Race2Terribles.
 - b. Online Method of Entry: Visit terribleherbst.com/Race2Terribles ("Web Site"). Complete the entry form and submit as directed. Entries must be received by Web Site's server by 11:59 p.m. PT on August 31, 2022. Web Site's server is the official clock for this Promotion.
3. **ELIGIBILITY:** This Sweepstakes is open only to individuals who (i) are legal U.S. residents of one of the following states: Nevada, Arizona, California, or Utah and (ii) who have a valid Driver's License from the state the reside in and (iii) are 18 years of age or older at the time of entry ("Entrant"). Void outside the states listed above and where prohibited by law. Employees, contractors, directors, and officers of Terrible Herbst, Inc. ("Sponsor"), Rockstar Inc., PepsiCo, Inc., Pepsi-Cola Company and its bottlers, Pepsi Beverages Company and each of their respective parents, subsidiaries and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties") and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are not eligible to participate.
4. **PRIZE DETAILS:** (1) Grand Prize winners will receive: a Polaris Sportsman® 570 valued at approximately \$8,000.00. The depiction of the prize in any advertising, promotional materials or displays may not reflect the actual prize the winner will receive. Sponsor will determine all features of prize including, but not limited to, color and accessories. Winner is responsible for title, applicable taxes (including without limitation any incremental income taxes and any sales, use or property taxes), license, registration, dealer preparation, insurance and other fees associated with prize. Sponsor shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death in connection with the prize provided pursuant to the Promotion and/or any person's participation in the Promotion; provided, however, that Polaris shall be solely

responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the prize. Winner must take delivery of the prize at a Polaris dealership in proximity to winner's residence (as determined by Sponsor in its sole discretion), within 60 days of notice of availability.

5. **RANDOM DRAWING:** The potential Grand Prize winners will be selected in random drawing conducted by a representative of the Sponsor; whose decisions are final and binding in all matters related to the Sweepstakes. The winners will be selected on or about September 1, 2022, from among all eligible entries received during the Sweepstakes Period. The odds of winning a Grand Prize depend on the number of eligible entries received during the Sweepstakes Period.
6. **WINNER NOTIFICATION:** The potential winners will be notified by email provided upon entry, within seventy-two (72) hours of the drawing. If a potential prize winner is notified by email, he/she will be required to respond within seventy-two (72) hours or prize will be forfeited and may be awarded to an alternate winner. Sponsor is not responsible for suspended or discontinued wireless or internet service which may result in a potential winner not receiving initial prize notification. Once the potential winner notification is confirmed to Sponsor, the potential prize winner will be sent an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release to be signed and returned within the number of days indicated on the Affidavit. In the event (i) the attempted notification is returned as undeliverable without a forwarding address within seventy-two (72) hours; (ii) any required documents are not returned within the required number of days; or (iii) if potential winner is otherwise unable to accept the prize as stated, or (iv) the potential winner declines the prize for any reason, prize will be forfeited and may be awarded to an alternate winner. Prizes will only be delivered to addresses within the United States. All prizes will be rewarded.
7. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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. The use of any automated launching or entry software or any other mechanical or electronic means that permits the Participant to automatically enter repeatedly is prohibited. Any entries found or suspected to be submitted in this manner will be deemed 'void' by the Sponsor or Administrator. Participants, by participating, agree that the Released Parties

will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of any prize or participation in this Sweepstakes.

8. **TAXES:** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS
9. **DISPUTES:** Except where prohibited, Participant 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 appropriate courts in the State of Nevada; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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. By entering, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Nevada, without giving effect to any choice of law or conflict of law rules. By entering, Participants consent to the jurisdiction and venue of the federal, state, and local courts located in Clark County, Nevada.
10. **WINNER RELEASES:** By participating in the Sweepstakes, entrants release Sponsor and Promotion Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Sweepstakes, the receipt, ownership or use of any prize awarded, or while preparing for, participating in or traveling to or from any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering of any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Except where prohibited by law, the winner grants to Sponsor the right to print, publish, broadcast, and use worldwide in any media now known or hereinafter known, such winner's name, address, voice, statement, picture, or other likeness, without additional compensation, worldwide, in perpetuity, for public relations, advertising and promotional purposes as may be determined by Sponsor, as applicable.

11. **GENERAL CONDITIONS:** This Sweepstakes is governed by the laws of the United States and of the State of Nevada without respect to conflict of law doctrines. The winner is solely responsible for any and all taxes and related expenses on the prize and may receive an IRS Form 1099 for the ARV of the prize. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of each individual winner. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize and shall be subject to Terrible's Company's Privacy Policy available at terribleherbst.com/privacy-policy.
12. **CONDUCT:** By participating in this Sweepstakes, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND PROMOTION PARTIES AND EACH OF THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
13. **WINNERS' NAMES:** For the names of the winners, send a self-addressed, stamped envelope postmarked by 10/31/2022 to TERRIBLE'S 2022 "RACE 2 TERRIBLE'S" SWEEPSTAKES Winner List c/o MKT, 5195 Las Vegas Blvd South, Las Vegas, NV 89119.
14. **SPONSOR:** Terrible Herbst, Inc., 5195 Las Vegas Blvd South, Las Vegas, NV 89119.
15. **TRADEMARKS:** The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Polaris Inc. All names and trademarks related to prizes awarded under this Sweepstakes are the property of the respective owners. Other than Sponsor, companies associated with the prizes provided under this Sweepstakes do not endorse, sponsor and are not otherwise affiliated with this Sweepstakes. Prizes pictured in point-of-sale, online,

television and print advertising, promotional packaging, and other materials are for illustrative purposes only. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize.

1. **ABBREVIATED RULES:** NO PURCHASE NESSECARY TO ENTER OR WIN. SUBJECT TO OFFICIAL RULES. Sweepstakes begins 6/1/22 at 12:00 a.m. PST and ends on 8/31/22 at 11:59 p.m. PST. Open to legal U.S. residents of Nevada, Arizona, California, or Utah who have a valid Driver's License and are 18 years of age or older at the time of entry. Void where prohibited. Odds of winning depend upon the number of eligible entries received. All names and trademarks related to prizes awarded under this Sweepstakes are the property of the respective owners. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other materials are for illustrative purposes only. For methods of entry, prize information, and additional details see Official Rules at terribleherbst.com/Race2Terribles.