

Sunoco Fan Giveaway Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

Void in Puerto Rico, Rhode Island and Virginia and where otherwise prohibited by law.

Winners (defined in “Winner Notification”) will be required to respond to Winner Notification and other communications from the Sponsor (defined in “Sweepstakes Description”) according to the notice(s) from the Sponsor or Prize (defined in “Prizes/Odds”) may be forfeited at Sponsor’s sole discretion.

By entering this Sweepstakes (defined in “Sweepstakes Description”), you agree to these official rules (the “Official Rules”), which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the Sponsor from you and a limitation of your rights and remedies.

1. SWEEPSTAKES DESCRIPTION

The Sunoco Fan Giveaway (the “Sweepstakes”) is sponsored by Sunoco Retail LLC (the "Sponsor"). The Sweepstakes begins at 12:00:00 a.m. Central Time (“CT”) on October 13, 2023 and ends at 11:59:59 p.m. CT on October 27, 2023 (the “Sweepstakes Period”).

Individuals who participate in this Sweepstakes (each an “Entrant”) agree to the Official Rules and the decisions of the Sponsor which shall be final in all matters relating to the Sweepstakes. All time references in these Official Rules are Central Time.

2. ELIGIBILITY

To enter the Sweepstakes Entrant must: (a) be a legal residents of the fifty (50) United States or District of Columbia (Excluding Rhode Island and Virginia residents) (the “U.S.”); (b) be 18 years of age or older at the time of entering the Sweepstakes; and (c) not be considered a minor in Entrant’s state of residence. Sweepstakes is void in Rhode Island, Virginia, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. Entry is void if made outside of the United States at time of Entry (or if located in any of the ineligible territories identified above).

Each of National Association for Stock Car Auto Racing, LLC (“NASCAR”) and Sponsor’s respective member companies, parent companies, and subsidiaries or affiliates (collectively the “Released Parties”), employees (including officers and directors), shareholders, members of any such employee’s Immediate Family (regardless of where such family members live) and persons with whom such employees reside (whether related or not) are ineligible to enter or win.

“Immediate Family” is defined as (a) spouses or domestic partners and (b) natural, step, foster, in-law or adoptive parents, siblings and children and their respective spouses and domestic partners.

“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, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Illegible, inaccurate, or incomplete Entries (defined in “How to Enter”) will be disqualified.

Entrants must have a valid email address and subscribe to receive marketing emails from NASCAR to participate. In the event of a dispute as to the identity of a Winner based on an email address, the winning Entry will be declared by the Authorized Account Holder of the email address submitted or affiliated with the Entry at time of Entry.

The Sweepstakes is subject to all applicable federal, state and local laws. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with NASCAR. By entering, each Entrant acknowledges and agrees that such Entrant is providing Entrant's information to both Sponsor and NASCAR. Except as otherwise provided in these Official Rules, the information each Entrant provides will only be used for Sweepstakes administration.

With respect to any potential winning Entry (the "Potential Winner"), the Potential Winner may be required to provide proof that he or she is the Authorized Account Holder associated with the Entry in connection with which the potential winning Entry was submitted.

3. HOW TO ENTER

To participate in the Sweepstakes, you must be a subscriber to receive NASCAR marketing emails. NASCAR will email one (1) Sweepstakes related marketing email ("Sweepstakes Email"). To enter the Sweepstakes Entrant must submit his/her name and email address on the Entry page accessed via the Sweepstakes Email. Email address must be the email address associated with the Sweepstakes Email to qualify. One Entry per email address. Each entry made in accordance with these Official Rules (as determined by the Sponsor in its sole discretion) will result in one (1) Sweepstakes entry (the "Entry" or "Entries"). Entries with incomplete or erroneous information, Entries generated by script, macro or other automated or mechanical means and Entries made by any means which may subvert the Entry process are void. All Entries become the property of Sponsor and will not be returned.

The Released Parties shall not be responsible for incorrect or inaccurate Entry information whether caused by tampering or hacking, Entrant, Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of Entries in the Sweepstakes.

The Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to or alteration of Entries. Entries must be received through the method described above by the applicable deadline and in strict accordance with the instructions and restrictions indicated in these Official Rules.

Those who do not follow all of the instructions, provide the required information in their Entry or abide by these Official Rules will be disqualified. Entries submitted on your behalf by any other individual, and by you on behalf of another, or by any entity, including, without limitation, any commercial promotion subscription, notification and/or entering service, will be declared invalid and disqualified for this Sweepstakes.

4. ALTERNATIVE METHOD OF ENTRY (AMOE):

Entrants may enter the Sweepstakes by sending Entrant's name, email address, and mailing address to Sponsor at Sunoco Retail LLC, ATTN: The Sunoco Fan Giveaway, 8111 Westchester Drive, Dallas, Texas 75225. Mailing stamp required. Entry must be received by or on October 27, 2023 to be an eligible Entry. If Entrant becomes a Potential Winner, Entrant will be contacted via email and must respond to Sponsor within twenty-four (24) hours. All AMOE Entries become the property of Sponsor and will not be returned or acknowledged. By participating, Entrant consents for Sponsor to obtain, use, and transfer your name,

address, and other entry information for the purpose of administering this Sweepstakes and for other purposes as set forth below. Each AMOE Entry will receive one (1) Entry per submission, for a maximum entry of one (1) Entry. Proof of delivery from Entrant's chosen mail service does not constitute proof of delivery to Sunoco or Entry. All entry information becomes the property of the Sponsor.

5. PRIZES/ODDS:

The Prize Winner ("Winner") will receive one (1) replica Sunoco fuel can, as seen during NASCAR®-sanctioned races; one (1) Sunoco t-shirt; one (1) Sunoco tumbler; one (1) Sunoco hat; one (1) Sunoco koozie; one (1) Sunoco race flag; and Sunoco stickers ("Prize"). Shipping and handling is included. There is one (1) Prize which will be awarded to one (1) Winner subject to verification. Approximate Retail Value ("ARV") of the Prize is one thousand two hundred dollars (\$1,200). Total ARV for this Sweepstakes is one thousand two hundred dollars (\$1,200). Sponsor has the sole discretion to select the Prize the Winner receives. The Winner may not select the Prize. No cash or other substitutions will be permitted. Prize is nonexchangeable and nontransferable.

Any applicable taxes (including federal, state, and local sales and income taxes) and all other costs and expenses associated with acceptance and use of the Prize and not specified herein as being awarded as part of the Prize are solely the applicable Winner's responsibility.

By accepting a Prize, the Prize Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize.

Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Prize (or any portion thereof) including, without limitation, its quality.

The Sponsor will not have any responsibility for any Potential Winner's inability to accept a Prize for any reason, including, but not limited to the replacement of any Prize component that is lost, mutilated, stolen, undeliverable or does not reach a Winner because of an incorrect or changed address.

The Sponsor reserves the right to substitute any Prize or portion thereof with another Prize or portion thereof of equal or greater value for any reason, including unavailability of the stated Prize. If a Winner does not accept the entire Prize, the unaccepted part of the Prize will be forfeited and the Sponsor will have no further obligation with respect to that Prize or portion of the Prize.

The Sponsor further reserves the right to extend or delay delivery of the Prizes in the event of scarcity due to limited production or unavailability for any other reason.

6. WINNER SELECTION

One (1) Potential Winner will be randomly drawn using a computer randomizer program from among all eligible Entries received during the Sweepstakes Period in accordance with these Official Rules through the Entry methods offered. All Entries will be reviewed for duplicate Entries. All nonduplicative Entries will be loaded into the computer randomizer program. The drawing will be held prior to 5:00:00 p.m. CT October 30, 2023 at 8111 Westchester Drive, Dallas, Texas 75225. The Sponsor will select one (1) Potential Winner (subject to verification) and two (2) alternate Potential Winners, who shall be the individual associated with the randomized Entries assigned numbers two (2) and three (3) (subject to verification).

Odds of winning are based on the total number of eligible Entries received. Sponsor reserves the right not to award the Prizes if, in its sole discretion, it does not receive a sufficient number of eligible and valid Entries. Prize award is subject to verification of eligibility and compliance with these Official Rules.

7. WINNER NOTIFICATION

Each Winner will be contacted by Sponsor via email.

The Sponsor will attempt to notify each Potential Winner by November 1, 2023 (the "Winner Notification").

If a Prize or Prize notification is returned as unclaimed or undeliverable to a Potential Winner, if a Potential Winner cannot be reached by the Sponsor or does not respond to the Sponsor within twenty-four (24) hours from the first notification attempt, or if a Potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Potential Winner may be selected for the Prize at issue, even if the disqualified Potential Winner's name may have been shown or announced.

If a Potential Winner is found to be ineligible for any reason, or if Potential Winner rejects the Prize, he or she will be disqualified and will not be eligible to receive a Prize, and an alternate Potential Winner will be selected from the group of alternate Potential Winners.

A Potential Winner may be required to complete, sign and have notarized an Affidavit of Eligibility, Release of Liability & Publicity, and present any other documents required by the Sponsor (e.g., current valid driver's license, government ID) (collectively, the "Prize Claim Documents") in the form provided and/or required by the Sponsor without revision in order to be declared a Winner (the "Winner"). Prize Claim Documents must be returned to Sponsor within three (3) days of date appearing on the Winner Notification.

The Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate Potential Winner, if any. The Prize claim and Prize Claim Documents are subject to verification by the Sponsor. All Prizes, if legitimately claimed, will be awarded. The Sponsor will not be obligated to pursue more than two (2) alternate Potential Winners for any Prize for any reason.

Winner may be announced on Sponsor's Facebook, Instagram, TikTok and Twitter pages.

8. GENERAL

Entrant fully releases NASCAR and its affiliates from any possible claims as they may relate to this Sweepstakes or these Official Rules.

No responsibility is assumed by the Released Parties for any inability of a potential Entrant to successfully enter the Sweepstakes for any reason.

Acceptance of a Prize constitutes a Winner's permission for the Sponsor and their designees to use the Winner's name, social media account, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or the opportunity to review or approve any such use, unless prohibited by law.

This Sweepstakes may be terminated at any time for any reason by Sponsor, including for Sponsor's convenience. If the Sweepstakes is terminated or suspended before the end of the Sweepstakes Period, the Sponsor will (if possible) select Winners in a random drawing from all eligible, non-suspect Entries received as of the date of the event giving rise to the termination from the Sweepstakes Email. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

The Sponsor reserves the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsor's failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right.

No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, it will be resolved by the Sponsor in their sole discretion.

Released Parties are not responsible for any incorrect information, lost, incomplete, illegible, late, postage-due, misdirected, stolen, inaccurate or mutilated Entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Sweepstakes, including without limitation, errors or problems which may occur in connection with the administration of this Sweepstakes, the processing of Entries, the announcement of the Winners or Prizes, or in these Official Rules, in any Sweepstakes-related advertisements or other materials; or for inaccurate Entry information, whether caused by equipment, programming used in this Sweepstakes, human processing error or otherwise.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in the Sweepstakes or downloading materials from or use of any website or contents of any email. The Sponsor reserves the right, in their sole discretion, to void any and all Entries of an Entrant (and disqualify him or her) who the Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes.

If for any reason an Entrant's Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted by the Sponsor, Entrant's sole remedy is another Entry in the Sweepstakes for that Sweepstakes Email.

All Entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected Potential Winners.

Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind.

In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding Prizes or continuing with the Sweepstakes as contemplated herein by any event beyond their 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, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select a Winner in a random drawing from 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 Prizes described in these Official Rules will be awarded.

By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless NASCAR, its affiliates, and each of its/their respective shareholders, directors, officers, employees, agents, successors, assigns and Released Parties from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any Prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons; (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize.

These Official Rules sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

9. GOVERNING LAW/DISPUTES

All disputes, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, the rights and obligations of Entrants or Sponsor in connection with the Sweepstakes, and claims or matters arising under or in connection with the Sweepstakes or these Official Rules shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, province or jurisdiction's laws.

Venue for any proceeding related to these Official Rules or the Sweepstakes is exclusively with the courts located in Dallas County, Texas. Except where prohibited by law, as a condition of participating in the Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between Entrant and any Released Party and any claims or causes of action arising out of or connected with this Sweepstakes, any Prize awarded or the determination of any Winner, must be resolved individually, without resort to any form of class action.

Further, in any such dispute, under no circumstances will Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, and Entrant further waives all rights to have damages multiplied or increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING LIMITATION MAY NOT APPLY TO ALL ENTRANTS WHERE PROHIBITED BY LAW.

10. PRIVACY

Personal information collected from Entrants will be used by the Released Parties to administer and fulfill the Sweepstakes Prizes and, if consent is given, to provide the Entrants with information regarding upcoming promotions and/or events from the Released Parties.

If an Entrant elected to receive marketing communications from the Sponsor, any such Entrant can opt out at any time by following the unsubscribe instructions at the bottom of any email received from Sponsor.

Sunoco's Privacy Policy is available here: <https://sunocolp.com/privacy-policy/>.

NASCAR's Privacy Policy is available here: <https://www.nascar.com/privacy-statement>

11. WINNERS' LIST/RULES

Upon the conclusion of the Sweepstakes, a Winners' list will be available if you mail a self-addressed, stamped envelope for receipt by April 27, 2024 to: The Sunoco Fan Giveaway, 8111 Westchester Drive, Suite 600, Dallas, Texas 75225. Vermont residents may omit return postage. Sunoco may also post the names of the Winners on www.facebook.com/GoSunoco, www.facebook.com/sunocoracing, www.instagram.com/gosunoco, www.tiktok.com/gosunoco or www.twitter.com/SunocoRacing. A link to these Official Rules will be available during the Sweepstakes Period.

12. SPONSOR

Sunoco Retail LLC, 8111 Westchester Drive, Dallas, Texas 75225

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