# Official Rules "Circle K & Red Bull AMA Program" Sponsored by Red Bull North America, Inc.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 U.S. & D.C, WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER (OR 19 FOR RESIDENTS OF AL & NE) AT TIME OF SUBMISSION. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period**: The "Circle K & Red Bull AMA Program" (the "Sweepstakes") commences May 1, 2019 at 12:00:00 AM Eastern Time ("ET") and ends June 27, 2019 at 11:59:59 PM ET (the "Sweepstakes Period"). The Sweepstakes entry period various depending on the retail location of the participating Circle K stores, as more specifically set forthin the Regional Entry Pool & Prize Chart below. Entries submitted past the expiration of the Sweepstakes Period will not be accepted and will be destroyed.

2. **Sponsor and Administrator**: The Sweepstakes is sponsored by Red Bull North America, Inc. ("Sponsor"), promoted by Circle K ("Promotional Participant"), and administered by Brandmovers, Inc., ("Administrator").

**3. Eligibility**: The Sweepstakes is open to legal residents of the the 50 United States and District of Columbia, who are at least 18 years of age or older at the time of entry (or 19 if resident of AL or NE). Employees of Sponsor, Administrator, their respective parents, affiliates, subsidiaries and members of their immediate families or persons residing in the same household are not eligible to enter or win. You are also not eligible if you or any member of your immediate family or household (whether or not related) is (A) an employee, officer or director of (1) Sponsor, Administrator, any of their respective bottlers, dealers or distributors, or parent companies, affiliates or subsidiary companies (collectively, the "Red Bull Parties"), (2) Circle K, and any of the Sweepstakes Parties' promotional partners, advertising or promotions agencies, sponsors of promotional materials, internet promotion developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Sweepstakes ("Sweepstakes Entities"), or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers or dealers that sell any of Sponsor's products. "Immediate family" means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

4. **How to Enter:** There will be nine (9) separate regional entry pools (each, a "Regional Entry Pool") in this Sweepstakes and one (1) Grand Prize and First Prize entry pool (the "Grand & First Prize Entry Pool"), and each regional entry pool is based on the Circle K location where the entrant makes his/her Qualifying Purchase, or the Circle K location nearest winner's residence as provided in his/her entry. Each time an entry goes into a specific Regional Entry Pool, it automatically simultaneously goes into the Grand & First Prize Entry Pool. To enter: **(1) Qualifying Purchase:** A Circle K Easy Rewards Card ("Rewards Card") is required for this method of entry. The Rewards Card can be obtained for free and activated at participating Cirlce K store locations. To receive one (1) entry into the applicable Entry Pool's random drawing via this method of entry, visit your nearest Circle K convenience store and make a qualifying purchase of any three (3) Red Bull 8.4oz cans (collectively, a "Qualifying Purchase"), then, at checkout: (i) scan your Rewards Card , (ii) enter your Circle K Easy Rewards loyalty number, (iii) enter your telephone number associated with your Circle K Easy Rewards account ("Account"), or (iv) scan your Circle K App. Limit one (1) Rewards Card entry per person/Qualifying Purchase per day. All

Qualifying Purchase entries must be received by 11:59:59 PM ET on the End Date as set forth in the Regional Entry Pool & Prize Chart below, to be eligible for the applicable random drawing, or by 11:59:59 PM on June 27, 2019 to be entered into the Grand & First Prize random drawing. or (2) Email: To enter without making a Qualifying Purchase, email your complete name, street address, city, state, zip code, email address, and telephone number in the body of your email and send to: redbull@brandmovers.co, to be received by 11:59:59 PM ET on the End Date specified in the Regional Entry Pool & Prize Chart below. Sponsor: Red Bull North America, Inc., Santa Monica, CA 90404. Limit one (1) email per person per day. For email entries, the entry, the Entry Pool the entry will be placed in will correspond to the entrant's zip code provided in their email entry. A maximum of five (5) entries will be allowed per person during the entire Sweepstakes Period per Entry Pool. Odds of winning depend on the number of eligible entries received in each Entry Pool during the Sweepstakes Period. Any entry that does not comply with the above instructions will be disqualified.

By entering, entrants agree to be bound the Sponsor's Terms of Use (<LINK>) and Privacy Policy (<LINK>). In the event of a dispute regarding the identity of the person submitting a Rewards Card entry, the entry will be deemed to be submitted by the person in whose name is registered as the user of the Rewards Card on the <u>www.CircleK.com</u> website. The entrant may be required to provide evidence that the entrant is the authorized account holder of the mobile number associated with the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, mutilated, stolen or misdirected entries, which will be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor.

REGIONAL ENTRY POOL & PRIZE CHART								
# ENTRY POOL	START DATE	END DATE	RANDOM DRAW DATE	CIRCLE K REGION	10 WINNERS – REGIONAL PRIZE/LOCAL AMA RACE			
1	May 1, 2019	May 17, 2019	5/23/19	Rocky Mountains	Thunder Valley tickets on 6/1/19			
2	May 1, 2019	May 31, 2019	6/6/19	Great Lakes	High Point tickets on 6/15/19			
3	May 1, 2019	June 7, 2019	6/13/19	South Atlantic	Florida National tickets on 6/22			
4	May 1, 2019	June 14, 2019	6/17/19	Great Lakes	Southwick National tickets			

					on 6/29
5	May 1, 2019	June 21, 2019	6/27/19	Great Lakes	Red Bull National tickets on 7/6
6	May 1, 2019	June 27, 2019	7/3/19	Holiday	Spring Creek National tickets on 7/20
7	May 1, 2019	June 27, 2019	7/3/19	West	Washougal National tickets on 7/27
8	May 1, 2019	June 27, 2019	7/3/19	Great Lakes	Unadilla National tickets on 8/10
9	May 1, 2019	June 27, 2019	7/3/19	Great Lakes	Budds Creek National on 8/17

5. Winner Selections: There will be a total of one (1) Grand Prize Winner and fifteen (15) First Prize winners, which will be selected by random drawing on or about June 30, 2019 from among all elgible entries received during the entire Sweepstakes Period; and there will be ten (10) Regional Winners for each Regional Entry Pool, who will be selected on or about the Random Drawing date set forth in the Regional Entry Pool & Prize Chart above. The Winners will be notified by Administrator via email or telephone the day of the random drawing. Failure to respond to a winner notification within twenty-four (24) hours will be deemed forfeiture of the Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion. Sponsor is not responsible for email notifications that are undeliverable or voicemail or text messages not received. Limit one (1) Prize per person/household.

6. Verification of Potential Winners: In order to be confirmed as an official Winner, and without limitation of any other terms herein, each potential Winner may be required to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Winner is an eligible Entrant, including but not limited to providing a copy of the potential winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Grand Prize Winner will be required to sign and return to Administrator, within twenty-four (24) hours of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited) as a condition to claim his/her Grand Prize. If the potential Grand Prize Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if required), potential Winner will forfeit the prize and an alternate may be selected at Sponsor's sole discretion.

7. Prizes and Approximate Retail Values ("ARV's"): One (1) Grand Prize A VIP Trip to the Ironman International AMA Race in Crawfordsville, Indiana on August 24, 2019. Trip includes: roundtrip coach class airfare from winner's residence to airport in Indiana, two (2) tickets to the Ironman International AMA Race IN Crawfordsville, IN on August 24, 2019; two (2) nights hotel accommodations in a Sponsorspecified first class hotel (one standard room, double occupancy); and a \$500.00 VISA gift card for incidentals. ARV: \$2,750.00. In the event the Grand Prize winner resides within 300 miles of Crawfordsville, IN, ground transportation will be provided in leui of airfare and any difference in the stated ARV and the actual retial value will not be awarded. Winner must depart on August 23, 2019 and return on August 25, 2019 or prize will be forfeited and may be awarded to an alternate, time permitting. Any difference between any stated ARV and actual ARV will not be awarded. Trip must be taken on the dates specified by Sponsor, or will be forfeited and may be awarded to an alternate winner, time permitting. All other expenses (including, without limitation, meals/beverages, ground transportation, parking, telephone charges, optional excursions, spa treatments, souvenirs, and all federal, state and local taxes (including applicable income taxes)) incurred are the winner's sole responsibility. Travel dates are final and will not be extended. Trips are non-transferable and cannot be exchanged for cash. Sponsor reserves the right, in its sole discretion, to substitute the prize, or any portion thereof, for one of equal or greater value, the winner and guest(s) must travel together on the same itinerary. Winner must have a valid credit card to check into the hotel for incidentals. Winner and winner's guest(s) must both be at least 18 years old (or 19 if resident of AL or NE). The trip is subject to the policies, practices and procedures of the hotel and airline. The Sponsor reserves the right to substitute a different prize of approximately equivalent value in its sole discretion. Seat locations at Sponsor's sole discretion. All tickets are subject to the terms, conditions and restrictions printed on the tickets. Sponsor is not responsible for any event that is cancelled, postponed, or delayed. In the event of a last-minute cancellation, Sponsor is not responsible to provide the concert as part of the prize. Fifteen (15) First Prizes. A KTM Merch backpack. ARV: \$90.00 each. One Hundred (100) Regional Prizes (five (5) per Regional Entry Pool). Two (2) tickets to the Local AMA Race as specified in the Regional Entry Pool & Prize Chart. ARV: \$50.00 each pair. Each Regional Prize winner can pick up his/her tickets at Will Call at the applicable Local Race location on the Race date as listed in the Chart. Prizes consist only of the elements expressly set forth in these official rules. Sponsor will provide the Grand Prize Winner with an IRS Form 1099, reflecting the actual final retail value of the Grand Prize, or such other governmental tax forms that may be necessary, as determined in the sole discretion of Sponsor. Sponsors are not responsible if any part thereof the Prize, cannot be awarded due to cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsors' sole control. Sponsor will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize.

Prizes consist of only the item listed as part of the prize. Prizes may not be substituted or transferred by winner. and are not redeemable for cash. Sponsor reserves the right to substitute a prize for one of equal or greater value for any reason. All federal, state and local taxes on the Prize are winners' sole responsibility. The total ARV of all Prizes is \$8,350.00.

**Release:** By participating in this Sweepstakes, you accept all risk and consequences of entry and 8. participation in this Sweepstakes, and agree to release and hold Red Bull North America, Inc., Administrator, Red Bull Parties and the Sweepstakes Entities (collectively, the "Sweepstakes Parties") harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Sweepstakes, including but not limited to your entry and participation in this Sweepstakes, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Entrant shall indemnify each of the Sweepstakes Parties from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from or relating to entrant's violation or inaccuracy of any warranties or representations made relating to this Sweepstakes. The Sweepstakes parties assume no responsibility for errors that may occur in the transmission of an entry. The Sweepstakes Parties are not responsible for any fraud or misconduct on the part of any participants or entrants in this Sweepstakes. Should any participant or entrant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such person shall be subject to immediate disqualification. Sponsor reserves the right to terminate, modify or amend the Sweepstakes at any time if the fairness, integrity, and/or proper administration of the Sweepstakes is jeopardized. IN NO EVENT SHALL ANY OF THE SWEEPSTAKES PARTIES BE LIABLE TO ENTRANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES. Entrant's sole damages shall be limited to entrant's actual out of pocket expenses, excluding attorneys' fees. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RED BULL PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

9. Limitation on Liability: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/e-mail submitted to Sponsor. By entering, Entrant agrees to full Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects and further agree that Prize will be awarded upon the condition that the Sweepstakes Parties shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Sweepstakes or participation in or travel to any Sweepstakes related activities and further acknowledge that said parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Sweepstakes Parties are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the

Sweepstakes or any element thereof. In the event of any such termination, Sponsor may attempt to select Potential Winners as described under the section titled **"Winners Selection"** above, using all eligible, non-suspect Entries received as of the date of action requiring such termination. Sponsor further reserves the right, at its discretion, to disqualify any individual who tampers with the entry process. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

**10. Governing Law**: By completing the act of entering the Sweepstakes, each Entrant agrees that the Sweepstakes shall be governed by the laws of the State of California, without regard to the conflicts of laws provisions of any jurisdiction, including California's, if those would apply the law of any state other than California's. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of the State of California.

**11. Administration:** Sponsor is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Sponsor at its business addresses provided below with any questions, comments or problems related to the Sweepstakes.

**12. Copy of Official Rules:** For a copy of the Official Rules or the Winner's List, email your request to: redbull@brandmovers.co with "Rules" or "Winner's List" in the Subject Line of the email. Please note that the Winner's List will be available after August 4, 2019.

# 14. Sponsor: Red Bull North America, Inc. Santa Monica, CA, 1740 Stewart St., Santa Monica, CA 90404.

Administrator: Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318.

Any information provided in connection to the Sweepstakes will be handled according to the terms of Administrator's Privacy Policy: http://brandmovers.com/privacy-policy/

### **ABBREVIATED RULES:**

**NO PURCHASE NECESSARY.** The Circle K & Red Bull AMA Program Sweepstakes is open to residents of the 50 U.S. and D.C, 18 and older (or 19+ for residents of AL & NE). Void where prohibited. Starts at 12:00:00 AM ET on 5/1/19 and ends at 11:59:59 PM ET on 6/27/19. There will be 9 separate regional entry pools and 1 Grand Prize and First Prize entry pool, and each regional entry pool is based on the Circle K location where the entrant makes his/her Qualifying Purchase, or the Circle K location nearest winner's residence as provided in his/her entry. To receive an entry, visit your nearest Circle K and make a qualifying purchase of 3 Red Bull 8.4oz cans, then, at checkout: (i) scan your Circle K Rewards Card , (ii) enter your Circle K Easy Rewards loyalty number, (iii) enter your telephone number associated with your Circle K Easy Rewards account, or (iv) scan your Circle K App. To enter without purchase, email your complete name, street address, city, state, zip code, email address and telephone number, to: redbull@brandmovers.co, to be rec'd by 11:59:59 PM ET on 6/27/19. Odds of winning vary. Official Rules: share.brandmovers.co/CKRBAMA.pdf. Sponsor: Red Bull North America, Inc. Santa Monica, CA, 1740 Stewart St., Santa Monica, CA 90404.

#### OR

**NO PURCHASE NECESSARY.** The Circle K & Red Bull AMA Program Sweepstakes is open to residents of the 50 U.S. and D.C, 18 and older (or 19+ for residents of AL & NE). Void where prohibited. Starts at 12:00:00 AM ET on 5/1/19 and ends at 11:59:59 PM ET on 6/27/19. To receive an entry, visit your nearest Circle K and make a qualifying purchase of 3 Red Bull 8.4oz cans, then, at checkout: (i) scan your Rewards Card , (ii) enter your Circle K Easy Rewards loyalty number, (iii) enter your telephone number associated with your Circle K Easy Rewards account, or (iv) scan your Circle K App. To enter without purchase, email your complete name, street address, city, state, zip code, email address and telephone number, to: <u>redbull@brandmovers.co</u>, to be rec'd by 11:59:59 PM ET on 6/27/19. Odds of winning vary. Official Rules: share.brandmovers.co/CKRBAMA.pdf. Sponsor: Red Bull North America, Inc. Santa Monica, CA, 1740 Stewart St., Santa Monica, CA 90404.

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