

*The following promotion is intended for viewing in the states of Maine, New Hampshire, and Vermont only, and shall be construed and evaluated according to US law. Do not proceed in this promotion site unless you are a legal resident of and located in one of the states of Maine, New Hampshire, or Vermont.*

## **OFFICIAL RULES – IRVING OIL 2024 CLEAN SHOWER SWEEPSTAKES ("OFFICIAL RULES")**

The Irving Oil 2024 Clean Showers Sweepstakes (the "Sweepstakes") is sponsored by Irving Oil Terminals, Inc. ("Irving") and is administrated by WSP International Limited (the "Administrators"). Irving hereinafter will be referred to as the "Sponsor".

Participation in the Sweepstakes constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the judges, which are final on all matters relating to the Sweepstakes.

**1. Basic Information:** This Sweepstakes is for customers who contact the Sponsor about their shower experience in a participating Irving or Irving Big Stop ("participating location"), with an opportunity to win \$5,000.00. Simply text the Irving Shower feedback number to the phone number indicated, together with your feedback, positive or negative, and you will automatically receive a ballot entry into our Sweepstakes. You may also simply text any emoji (Example: 🍀 or ☆ or ☺) for entry. You can find the feedback number and the phone number in the shower at any participating location. Limit one (1) entry per person per day for the Sweepstakes Period (See Rule 2). Any questions, concerns or comments regarding the Sweepstakes can be sent by email to gamemaster@irvingfun.com or by prepaid mail sent to "Irving Showers Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888".

**2. Sweepstakes Dates:** The Sweepstakes begins at 12:00:01 am Eastern Time ("ET") on April 1, 2024 (the "Sweepstakes Start Date") and ends at 11:59:59 pm ET on December 31, 2024 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period".

**3. Who Can Enter:** The Sweepstakes is open to all legal residents of the states of Maine, New Hampshire, and Vermont, who have reached the age of majority and are a professional driver as of the Sweepstakes Start Date, in the state in which they reside. Employees of Sponsor (defined as any person being employed by Irving Oil Terminals, Inc., at any time throughout the Sweepstakes Period and/or on the Grand Prize Draw Date (see Rule 5)) including affiliates and agents, contractors and immediate family members (defined as parents, children, siblings, and spouse) of each employee, together with those persons with whom such employees are domiciled, are not eligible to enter or win.

**4. How to Enter:** Simply text the Irving Shower feedback number to the phone number indicated together with your feedback, positive or negative, and you will automatically receive a ballot entry into our Sweepstakes. You may also simply text an emoji (Example: 🍀 or ☆ or ☺) for entry. At the sole discretion of the Sponsor, any text containing material that is in bad taste, unlawful, or otherwise in violation of, or contrary to the laws or regulations in any state where the entry is created will be disqualified. Furthermore, any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Sweepstakes, or any other methods not authorized by these Official Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Official Rules are void. Entrants grant Sponsor a non-exclusive licence to use all entries for any purpose. Proof of transmission (for example, screenshots or captures) does not constitute proof of entry or receipt of an entry. Limit one (1) entry per person per day for the Sweepstakes Period. Standard text rates apply, if applicable.

**5. Prize Details:** There will be a total of one (1) grand prize awarded from all valid entries received from the states of Maine, New Hampshire, and Vermont. Grand prize winner will be randomly drawn at the Administrators' offices in Markham ON, at 2:00 PM Eastern on January 2, 2025 (the "Grand Prize Draw Date"). Odds to win the prize are dependent upon the number of valid entries received during the Sweepstakes Period.

**\$5,000.00 Grand Prize:** Once verified, the grand prize will be awarded as a check in the amount of USD \$5,000.00 for the winner. The prize will be shipped direct to the prize winner's mailing address or to the prize winner's preferred participating Irving location as indicated on the Release Form (see Rule 6). Taxes, if any, are the responsibility of the prize winner. With a value of more than \$600.00, an IRS 1099-MISC form for the prize value will be issued.

The winner assumes any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Sweepstakes or use or redemption of the prize. The prize is non-transferable, non-refundable, and non-changeable once issued, and must be accepted as awarded. The sponsor reserves the right to substitute an alternate prize of equal or greater value if the advertised prize is unavailable at time of award.

Total value of all available prizes: USD \$5,000.00.

**6. Notification and Redemption:** If you have been drawn as a potential winner, you will be sent a notification by text message or phone call to the phone number associated with your qualifying entry. As a condition of being awarded any prize, the potential winner must complete, within seven (7) days of receipt, the Sponsor's Statement of Compliance, Release, and Indemnity Agreement ("**Release Form**") under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules, and releasing the Released Parties (defined below) and any other promotion party of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Sweepstakes or the acceptance, possession, use or misuse of the prize (or any portion thereof). You are not a winner unless and until you have fully complied with the Official Rules and all award processes have been completed. If a potential winner fails to return the Release Form, required proof of identity, and/or other documents as reasonably required by Sponsor in accordance with these Official Rules, or is found to have violated the Official Rules of the Sweepstakes in any way, or if any prize notification from the Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Administrators will hold a maximum of three (3) alternate random drawings to select an alternate potential winner. In the event that all three drawings fail to provide a verified winner, then the prize will not be awarded. The prize will be shipped by first class mail or courier to the addresses provided by the prize winner. Any incorrect mailing addresses or any address that results in the prize being undeliverable is not the responsibility of the Sponsor or Administrators and the prize may not be awarded in such case(s). The Sponsor and Administrators are not responsible for any lost or undelivered mail. Allow four (4) to six (6) weeks for delivery of the prize. Prize may not be awarded and / or redeemed. If the identity of an entrant entering by text is disputed, the entry will be deemed to have been submitted by the individual assigned to the phone number for the associated text (the "Authorized Account Holder"). Each selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the text associated with the selected entry.

**7. Publicity:** Acceptance of the prize constitutes permission for the Sponsor to use the winner's name, likeness, voice, and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the prize winners may be published on [irvingoil.com/cleanshowers](http://irvingoil.com/cleanshowers) or on other social media associated with the Sponsor.

**8. Odds:** The odds of winning the prize as stated, are dependent on the number of eligible entries received during the Sweepstakes Period.

**9. Restrictions:** The following are prohibited and will result in automatic disqualification from the Sweepstakes: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**10. Publicity and Privacy:** By participating in the Sweepstakes, entrants' consent to the use of their name, address, email address, postal code, telephone number, social media handle(s), comments, and image, whether on videotape, photograph, or any other means, for the administration of the Sweepstakes or any publicity carried out by the Sponsor, without further notice or compensation.

Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for the purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors, and promotional and marketing agencies, provided that such agents, professional advisors, and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Sponsor may match aggregated statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. The Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors, and advertisers; however, this aggregated information will not contain personally identifiable information.

**11. Winners' List:** The names of the winners will be available until March 1, 2025, by mail when sending a self-addressed stamped envelope by email to [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com) or by prepaid mail sent to "Irving Clean Showers Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888". Vermont residents may omit return postage.

## **12. General Terms and Conditions:**

**(a) Limitations:** Released Parties (defined below) are not responsible for any manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, use of entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever in connection with an entrant's participation in the Sweepstakes, in connection with the acceptance and/or exercise by the entrant of prize as awarded, and/or from receiving or downloading any material from the Sponsor's servers or from any other Internet web site, regardless of whether the material was prepared by Sponsor, or a third party. The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer and/or its contents; (v) any entries submitted in a manner that is not expressly allowed under these rules; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes, or (vii) any other causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to modify or terminate the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to amend or modify these Official Rules, or modify, cancel, or suspend this Sweepstakes, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Sweepstakes.

**(b) LIABILITY RELEASE:** BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD THE SPONSOR, ADMINISTRATORS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT AGENCIES, LEGAL ADVISORS AND/OR ANY OTHER PROMOTION PARTY (COLLECTIVELY THE "**RELEASED PARTIES**"), HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, CLAIMS AND ACTIONS OF ANY KIND (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM OR IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, THE EXECUTION OR ADMINISTRATION OF THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS.

**(c) CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**(d) Law:** The Sweepstakes is void where prohibited by law and is subject to all applicable federal, state, local, and municipal laws, and regulations. This Sweepstakes shall be governed exclusively by the laws of the state of New Hampshire including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Portsmouth, New Hampshire.

(e) BY ENTERING THE SWEEPSTAKES, YOU AGREE 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; AND (B) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

(f) **Intellectual Property:** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

Sponsors: Irving Oil Terminals, Inc., Portsmouth, NH, 03801 USA

Administrators: WSP International Limited, Markham, ON, Canada.