

2024 KickBack® Points Monthly Prize Drawings

OFFICIAL RULES

1. ELIGIBILITY:

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS PRIZE DRAWING. The 2024 KickBack Points Monthly Prize drawings are open to legal residents of the 50 United States, who are at least eighteen (18) years of age or have reached the age of majority in their respective state of residence at the time of entry (the “Entrants”) except employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of KickBack® Points LLC.

In addition, an Entrant must be a verifiable member of the KickBack Points Loyalty Program at time of entry in order to obtain prize drawing entries. To become a KickBack Points member, Entrants can enroll via the KickBack Points App, online at www.kickbackpoints.com, or by calling the KickBack Points customer service at 1-888-339-7064 to enroll over the phone.

The Contest is governed by U.S. law and is subject to all applicable federal, state, and local laws and regulations. By entering the Prize Drawing, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”). Void where prohibited or restricted by law. (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

2. AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions KickBack Points LLC., which are final and binding in all matters relating to the Prize drawing. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

3. HOW TO ENTER: The 2024 KickBack Points Monthly Prize Contest period begins January 1, 2024, at 12:00:01 p.m. Mountain Standard Time (“MST”) and ends at 11:59:59 p.m. MST on December 27, 2024 (“Contest Period”).

During the Contest Period, Entrants can obtain one (1) Contest entry per month by opting into the Contest through any of the following options below:

- **On the App:** Download the KickBack Points app, find the KickBack Points Monthly Prize Offer tile under the Offers section of the app and click the tile image to receive an entry.
- **Via Email:** Send an email to memberservices@kickbackpoints.com, with the following information:
 - Subject Line: 2024 KickBack Points Monthly Prize Entry

- **Body of the Email:** You must provide your full 16-digit KickBack Points card number, your legal first and last name that you provided when enrolling in the KickBack Points Loyalty program, your 10-digit phone number and date of birth. Then request to receive an entry into the 2024 KickBack Points Monthly Prize drawing.
- **Via Mail:** During the Contest Period, eligible Entrants can also obtain Contest entries by legible hand-printing, on a 3"x 5" card or paper, their legal first and last name, complete mailing address, phone number, date of birth, email address, KickBack Points 16-digit Loyalty account number, mailing the card in a #10 business-sized envelope, with proper postage affixed, to: 2024 KickBack Points Monthly Prize Contest, PO Box 68, Twin Falls, ID 83303. All entries must be postmarked before December 23, 2024 and received by December 26, 2024 to receive an entry into the 2024 Monthly Prize Contests. ****NOTE:** Mail-in entry card and envelope must be hand-printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined by KickBack Points LLC). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.
- **Additional Contest Entries:** Entrants can earn additional Contest entries during the Contest Period by making an instore purchase or fuel purchase at any participating KickBack Points location. Eligible Loyalty customers will receive one (1) entry for every purchase associated with an enrolled KickBack Points Loyalty card. Purchases that do not involve an enrolled KickBack Points Loyalty card/account will not generate Contest entries.

If an Entrant exceeds the above listed entry limit, all entries in excess of the limit will be disqualified. To be valid, each entry must provide all requested information. The Released Parties (as defined below) are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of KickBack Points LLC. and will not be acknowledged or returned except as provided herein. By participating, you consent to KickBack Points LLC. use of your personal information for the administration of this Contest, or in any other manner consistent with the KickBack Points Loyalty Program Privacy Policy, available at <https://kickbackpoints.com/privacy-policy/>.

- 4. GENERAL CONDITIONS:** If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the KickBack Points LLC. which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the KickBack Points LLC. reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable)

this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. KickBack Points LLC. reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Contests or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE KICKBACK POINTS LLC. RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the KickBack Points LLC. to enforce any provision of these Official Rules shall not constitute a waiver of that provision. 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 associated with the registration in question. "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.

- 5. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contests, Entrants agree to release and hold harmless the KickBack Points LLC. (the "Released Party") from and against any claim or cause of action arising out of participation in the Contests or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Contests; (iii) printing errors; (iv) errors in the administration of the Contest or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt of a Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by KickBack Points LLC. on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Entrant further agrees that in any cause of action, the Released Party liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct,

or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Party from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. Released Party is not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

6. **DRAWING AND NOTIFICATION:** The potential Winners (“Winner”) will be selected in a random drawing from among all eligible entries received throughout the Contest Period. The Prize drawings will be conducted by KickBack Points LLC., whose decisions are final and binding. The Prize drawings will be conducted on or about the 5th of each month following the preceding month. For example, the potential January 2024 winner will be drawn on or about February 5, 2024.

Potential Contest Winners will each be contacted by KickBack Points LLC. via phone and/or email. Odds of winning a Seasonal Prize will depend on the total number of eligible entries received throughout the Contest Period.

7. **PRIZES:** Each month, January – December 2024, KickBack Points LLC. awards the following monthly prizes in four (4) different geographical regions.
 - Forty (40) - 1,000 Point Winners
 - Two (2) - 2,500 Point Winners

- Two (2) - 5,000 Point Winners
- Two (2) - 10,000 Point Winners
- Two (2) - 25,000 Point Winners

The four (4) geographical regions encompass States as follows:

- Region 1 – (AK, CA, OR, WA)
- Region 2 – (AB, AZ, HI, ID, MT, NV, UT, WY)
- Region 3 – (AR, CO, KS, LA, MS, NE, NM, OK, TX)
- Region 4 – (MO, IA, WI, IL, IN, SD, ND, PA, MD, MN, MI, OH, KY, TN, AL, GA, FL, SC, NC, WV, MD, DE, NJ, CT, MA, NY, VT, NH, RI, VA)

Maximum Total Prize Pool - \$40,000. Limit one (1) Prize per Entrant. **NOTE: Substitution, assignment or transfer of a Prize is not permitted, except by KickBack Points LLC., who reserves the right to substitute a Prize with another of equal or greater value.**

- 8. PRIZE CONDITIONS:** Eligible Monthly Prize Winners will automatically have the point amount they won applied to their enrolled Loyalty Account. Winners agree to release and hold harmless the Released Party, their related companies, and their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Monthly Prize. If a potential Prize Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at KickBack Points LLC.'s sole discretion, an alternate Prize Winner may be selected.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of KickBack Points LLC. and the Released Parties the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time, their first name and last initial, City and State associated with their winning loyalty transaction or contest entry without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize that is not a product or service furnished by KickBack Points LLC.

- 9. DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants and KickBack Points LLC. in connection with the Contest shall be governed by and construed in accordance with the laws of the State of Idaho, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's, province's, or jurisdiction's laws. By participating in the Contest, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court within the State of Idaho; (iii) any and all claims,

judgments , and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

10. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

11. MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed the KickBack Points LLC. The waiver by KickBack Points LLC. of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of KickBack Points LLC., and Entrant.