

**CIRCLE K "BE A POLAR POP STAR" SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE A LEGAL RESIDENT OF OH, MA, MD, ME, MI, NH, PA, VT OR WV. 13 YEARS OLD OR AT DATE OF ENTRY IN SWEEPSTAKES. CERTAIN RESTRICTIONS APPLY. VOID WHERE PROHIBITED BY LAW.

1. **ACCEPTANCE OF OFFICIAL RULES:** By entering the Circle K "Be a Polar Pop Star" Sweepstakes (the "Sweepstakes"), you hereby accept and agree to these official rules (the "Official Rules") and the decisions of Circle K Stores Inc., its parents, affiliated companies, subsidiaries, licensees, distributors, dealers, and retailers, including without limitation Mac's Convenience Stores LLC (collectively with Circle K Stores Inc., "Circle K") in connection with the Sweepstakes, which decisions are final.
2. **ELIGIBILITY:** The Sweepstakes is offered and open to persons who at all times during the Sweepstakes Period: (a) are legal residents of Ohio, Massachusetts, Maryland, Maine, Michigan, New Hampshire, Pennsylvania, Vermont or West Virginia and are at least 13 years old. Entrants aged between 13 and 17 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees, officers, and directors, including immediate family members (spouse, parent, child, and sibling, and their respective spouses, regardless of where they reside), and any person residing in their same households, whether or not related, of Circle K are not eligible to enter the Sweepstakes or win a prize. Circle K will make the final determination as to whether entrants are eligible to take part in the Sweepstakes.
3. **SWEEPSTAKES PERIOD:** Entrants may enter the Sweepstakes between 12:00:01 a.m. EST on June 3, 2015, through 11:59:59 p.m. EST on June 30, 2015 (the "Sweepstakes Period"), and Circle K will keep the official clock for the Sweepstakes. Entries received after the Sweepstakes Period will not be valid.
4. **ENTERING:** You may enter as often as you like, however each photograph must be original, duplicates will be considered as one entry.

Take an original and creative photograph of you and at least one Polar Pop Cup and enter the Sweepstakes by:

- a. **Instagram** – upload the photograph to your Instagram account, including the hashtag "*#polarpopcup*" in the caption field. Individuals must ensure their account is public (not private) to be eligible to participate; OR
- b. **Facebook** – go to facebook.com/circlekgreatlakes.com and complete the online entry form and upload the photograph.

The public profile of the Instagram or Facebook account used to enter must contain sufficient personally identifiable information to adequately identify the entrant.

Each entrant warrants to the Promoter that the Photograph and any other content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party.

Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with either the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>) and the Facebook Statement of Rights and Responsibilities (which can be viewed at www.facebook.com/terms.php), depending on the method of entry.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram or Facebook. Instagram and Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

5. **PRIVACY POLICY:** Personal information collected from entries is subject to Circle K's Privacy Policy as set forth at <http://www.circlekgreatlakes.com/>, which is incorporated herein by reference.
6. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** One (1) Grand Prize: Grand Prize consists of one featured role in the next Circle K Polar Pop TV Commercial to be filmed and aired in July 2015 valued at \$600 (Six-hundred dollars). Daily Prizes (1 per day): \$50 Circle K Gift Card. Total ARV of daily prize is \$1,400.00 (Fourteen hundred dollars). Gift cards are subject to the standard terms set by issuer. Prize Winners will be solely responsible for any and all federal, state and local taxes on prizes. All costs and expenses not expressly specified in these Official Rules are the sole responsibility of the Prize Winners. Prizes are non-transferable. No substitution, cash redemption, assignment, or transfer of any prize permitted but the Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason.
7. **SELECTION OF WINNER/DRAWING:** The Grand Prize and Daily Prizes will be awarded by random drawing. The odds of winning the Grand Prize depend on the number of eligible entries received during the Sweepstakes Period. The drawing for the potential Grand Prize Winner will take place on or about July 3, 2015, from among all eligible entries received during the Sweepstakes Period. The drawing will be conducted by Circle K, and its decisions on all matters relating to this Sweepstakes are final and binding in all respects.
8. **LIMITATIONS OF LIABILITY:** Entrants in the Sweepstakes hereby: (a) release Circle K and its respective officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from any and all liability for any loss, harm, damages, costs, or expenses, including without limitation property damages, personal injury, and death arising out of participation in this Sweepstakes or any Sweepstakes-related activity, or the acceptance, possession, use, or misuse of any prize, and claims based on publicity rights, defamation, invasion of privacy, and

merchandise delivery; and (b) indemnify, hold harmless, and defend the Released Parties from and against any and all liability or loss and against all claims or actions identified in the foregoing Section 8(a) or relating thereto. The Released Parties assume no responsibility for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, wireless, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Circle K on account of technical problems or traffic congestion on the Internet or via mobile device transmission or any combination thereof. No responsibility is assumed for any injury or damage to any entrant's or any other person's computer/mobile device related to or resulting from downloading any materials in the Sweepstakes, for any unavailability of telephone lines, connections, or cellular telephone service, or for any other technical malfunctions that may interfere with any entrant's attempt to enter. Any attempt to deliberately damage any service or website or to undermine the legitimate operations of the Sweepstakes may be a violation of civil or criminal laws, and Circle K reserves the right to disqualify and seek damages from any such person to the fullest extent of the law. Circle K reserves the right in its sole discretion to modify, suspend, or terminate the Sweepstakes in whole or in part for any reason without prior notice. THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZES OR ACCESS TO OR USE OF THE SWEEPSTAKES OR INFORMATION RELATING TO ANY OF THE FOREGOING.

9. **GENERAL CONDITIONS:** All federal, state, local, and other tax obligations arising from this Sweepstakes, including without limitation winning any prizes, will be the sole responsibility of each prize winner. Prizes are non-transferable, and no substitution, cash redemption, assignment, or transfer of any prize is permitted, but Circle K reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason. Unclaimed prizes may be awarded to alternate entrants. Potential winners will be notified initially by email or telephone call. Once contacted, potential winners will be sent a potential winner packet via email and will be required to submit identification and to complete, sign, and return an Affidavit of Eligibility, Publicity Release, and Liability Waiver within five (5) days of attempted notification or the prizes may be forfeited. Except where prohibited by law, any winner's acceptance of a prize constitutes permission for Circle K to use the prize winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation. All potential winners are subject to verification, including without limitation verification of eligibility, compliance with these Official Rules, and completion of release forms. In addition, Circle K reserves the right to require a confidential background check upon a potential winner to help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Circle K into public disrepute, contempt,

scandal, or ridicule or reflect unfavorably on the Sweepstakes or Circle K, as determined by Circle K in its sole discretion, and that the awarding of the prize to the potential winner will not violate applicable U.S. laws or regulations. In addition, Circle K reserves the right to require the potential winner to submit the information necessary for the confidential background check and authorize the check through electronic means designated by Circle K in order to expedite the process of verifying the potential winner as eligible to receive the prize. If a potential winner fails to submit the information for the background check and authorize the check electronically where instructed to do so by Circle K, or Circle K determines in its sole discretion that the awarding of the prize may violate applicable U.S. laws or regulations, Circle K may disqualify the potential winner. If attempted notification is returned as undeliverable, if a potential winner is not verified as eligible or cleared via the background check, or if a potential winner is otherwise determined to be ineligible to receive a prize, the prize will be forfeited and may be awarded to an alternate winner in Circle K's sole discretion. The Sweepstakes is void outside of Kentucky, Illinois, Indiana, Iowa, Missouri, Ohio, and where prohibited by law and is subject to all applicable federal, state, and local laws and regulations. This Sweepstakes and these Official Rules will be governed by the laws of the State of Indiana. Any court of competent jurisdiction sitting within the State of Indiana will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this Sweepstakes and these Official Rules. In the event that the Sweepstakes is challenged by any legal or regulatory authority, Circle K reserves the right to discontinue or modify the Sweepstakes, or to disqualify entrants residing in the affected geographic areas. In such event, the Released Parties will not have any liability to any entrants who are disqualified due to such action.

10. **WINNERS' LIST/RULES:** For Sweepstakes winner information (available after July 31, 2015), or an additional copy of the Official Rules, send a self-addressed, stamped #10 envelope specifying "Winners List" or "Official Rules" to: Circle K "Be in the Next TV Commercial" Sweepstakes, c/o Ott Communications, 13100 Magisterial Place, Suite 202, Louisville, Kentucky 40223. Requests must be received by December 1, 2015.
11. **SPONSOR:** The Sweepstakes is presented by Mac's Convenience Stores LLC, 935 E Tallmadge Ave, Akron, OH 44310, which, at their sole discretion, may delegate any of its duties and responsibilities under these Official Rules to its printers, advertising and promotion agencies, and any and all other companies associated with the presentation of the Sweepstakes, including without limitation Ott Communications, 13100 Magisterial Place, Suite 202, Louisville, Kentucky 40223.

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