

## “Monster Energy Boom Box Giveaway”

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**THE SWEEPSTAKES IS NOT IN ANY MANNER SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH CASEY’S SOCIAL MEDIA CHANNELS, INCLUDING FACEBOOK, TWITTER, INSTAGRAM OR YOUTUBE – THESE THIRD-PARTIES ARE NOT INVOLVED IN OR AFFILIATED WITH THE SWEEPSTAKES. ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**

- 1. ELIGIBILITY:** The Sweepstakes is open only to legal residents of Arkansas, Iowa, Illinois, Indiana, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee and Wisconsin who are eighteen (18) years of age or older at the time of entry. All employees, officers, directors, contractors or agents of Casey’s Retail Company (and its parent and affiliated corporations) (collectively “Casey’s”), their promotional partners, promotional agencies, vendors and suppliers (and any of their immediate family or household members) are ineligible to enter or win the Sweepstakes. Winning is contingent upon fulfilling all requirements set forth herein. All applicable federal, state and local laws/regulations apply. **VOID WHERE PROHIBITED.**
- 2. SPONSOR:** Casey’s Retail Company, One SE Convenience Boulevard, Ankeny, Iowa 50021.
- 3. AGREEMENT TO TERMS AND CONDITIONS:** Entry in the Sweepstakes constitutes your full and unconditional agreement to and acceptance of the Official Rules and to Casey’s decisions in all matters related to the Sweepstakes, which are final and binding at its sole discretion.
- 4. SWEEPSTAKES PERIOD:** The Sweepstakes period begins at October 1, 2018 at 12:01 AM EST and ends November 30, 2018 at 11:50 PST. Entries must be submitted by the end of the period. Casey’s computer system is the official time-keeping device for the Sweepstakes. Entries received before or after the Sweepstakes period are void. Casey’s may elect to cancel the promotion at any time, at its sole discretion.
- 5. HOW TO ENTER:** During the Sweepstakes period, **you will be automatically entered** into the Sweepstakes by redeeming the 12oz, 16oz or 15.5 Monster Energy coupon as presented on Casey’s mobile app. You may also enter without a purchase by: (i) selecting the Sweepstakes on the drop-down menu of Casey’s mobile app and fully completing all information asked of you and clicking the submit button, or (ii) sending an e-mail with the phrase “Monster Energy Boom Box Giveaway” in the subject line to [contests@caseys.com](mailto:contests@caseys.com), which e-mail must include your full name, mailing address (no P.O. boxes), phone number, birthdate and e-mail.

**Limit one entry per person, household or mobile device per day.** Entries will be deemed submitted by the authorized account holder of the mobile device used to download the Casey’s app, or the e-mail address used to submit the entry, as applicable. Winners may be required to show proof of being the authorized account holder. Machine duplicated or reproduced entries are not valid. Use of any automated system to participate is prohibited and may result in disqualification. Any attempt

to obtain more than the stated number of entries will void that entrant's entries and may result in disqualification. Entry forms become the property of Casey's and will not be returned.

6. **PRIZE:** The Sweepstakes will have fifteen (15) grand prize winners and fifty (50) first place winners selected. Each grand winning prize consists of one Monster Energy Boom Box. Each first place prize consists of one \$20 music download gift card. Limit one prize per person during the Sweepstakes period. Casey's will not replace lost, stolen or damaged prizes. No warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of the prize, whether proper or improper, is made by Casey's; it is being provided "as-is." All terms and conditions of the gift cards apply. Prizes may not be sold, assigned, transferred, changed, exchanged, substituted or redeemed for cash.

**All taxes, if any, are the sole responsibility of each winner, who will receive an IRS Form 1099 reflecting the final actual value of the prize.**

7. **APPROXIMATE RETAIL VALUE:** The approximate retail value of each grand prize is \$305. The approximate retail value of each first place prize is \$20.
8. **SELECTION/NOTIFICATION OF WINNERS:** Each of the winners will be randomly selected from all eligible entries received, which selection shall occur on or around December 3<sup>rd</sup>, 2018. Winners automatically entered through Casey's mobile app will receive a notification in the app or email within three days of the drawing. Winners who entered through the alternative methods will be notified by phone or e-mail within three days of the drawing. If, after reasonable attempts, contact is not made with a winner and/or the winner fails to promptly respond, the prize is forfeited and an alternate winner will be randomly selected from the remaining valid entries using the procedure specified above. Prizes will generally be presented within two weeks of notification. All winning entries are subject to verification by Casey's, whose decisions are final. **Odds of winning depend upon the number of eligible entries received during the Sweepstakes period.**
9. **REQUIREMENTS OF WINNER:** As a condition of receiving their prize, each winner must: (i) sign and return an Affidavit of Eligibility and Publicity Release prior to being awarded the prize (Tennessee residents will not be required to sign a "in perpetuity" publicity release as a condition of receiving their prize), which must be notarized at the winner's cost, or at Casey's discretion otherwise confirm eligibility; and (ii) otherwise comply with the Official Rules. If a winner fails or refuses to meet these conditions, the prize is forfeited and an alternate winner will be randomly selected from the remaining valid entries using the procedure specified above.
10. **PUBLICITY:** As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant by entering and each winner by accepting their prize grants to Casey's a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the entrant's or winner's name, likeness and derivatives thereof in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, consideration, permission or approval.
11. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, by entering the Sweepstakes, entrants agree to release and hold harmless Casey's (and its officers, directors, employees and agents), Monster Energy and Casey's social media channels (collectively the "Released Parties") from and against any actual or alleged damages, claims or causes of action arising out of or in any manner related to the Sweepstakes, participation in the Sweepstakes or receipt or use or misuse of any prize.

In addition, the Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) computer system, hardware, software or program malfunctions or other issues, errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature; (iii) technical, hardware, software, electronic, mail or telephone failures of any kind; (iv) lost or unavailable network connections; (v) fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Casey's, users or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) unauthorized human intervention in any part of the entry process or the Sweepstakes; (vii) errors in the administration of the Sweepstakes, processing of entries or in the announcement of a prize; (viii) late, lost, misdirected, undeliverable, damaged, illegible, stolen or postage-due mail; or (ix) any injury/damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the entrant's sole remedy is another entry in the Sweepstakes, if possible. Except where prohibited by law, in any cause of action, the Released Parties' cumulative liability will be limited to two hundred fifty dollars (\$250), and in no event shall they be liable for attorneys' fees or experts' costs. By entering, entrants waive the right to claim additional damages, including but not limited to, special, punitive, consequential, incidental, indirect or similar damages.

12. **GENERAL RULES:** Casey's reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Casey's in its sole discretion. Casey's reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Casey's reserves the right to seek damages from any such person to the fullest extent permitted by law. Casey's failure to enforce any term of the Official Rules shall not constitute a waiver of that provision.
13. **GOVERNING LAW/DISPUTES:** Any disputes that arise hereunder or are in any manner related to the Sweepstakes shall be governed in all respects by the laws of the State of Iowa without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to all disputes shall be in the applicable state or federal courts located in Polk County, Iowa.
14. **PERSONAL INFORMATION/PRIVACY:** The personal information collected through the Sweepstakes is subject to Casey's Privacy Policy: [www.caseys.com/privacy-policy](http://www.caseys.com/privacy-policy). By entering, you agree to the use of your personal information as described therein. Any personal information you provide to enter the Sweepstakes is being collected by Casey's, not by other third-parties.
15. **OFFICIAL RULES/WINNERS' LIST REQUEST:** To obtain a copy of these Official Rules or for a list of the winners, send a self-addressed stamped envelope to Casey's General Stores, attn: Monster Energy Boom Box Giveaway – Official Rules/Winners List Request, PO Box 3001, Ankeny, Iowa 50021. Requests must be received no later than three months after the end of the Sweepstakes period.

Monster Energy Company is not a sponsor of this sweepstakes. The "Monster Energy" names, logos, and/or materials are used for the purposes of promotion and/or prize descriptions only and such use is not

intended to suggest or imply Monster Energy Company's sponsorship of this sweepstakes. MONSTER ENERGY and the Claw Icon are registered trademarks of Monster Energy Company.