

## Casey's Date Night Giveaway

### OFFICIAL RULES

**1. NO PURCHASE NECESSARY TO ENTER OR WIN.** Making a purchase will not increase your chances of winning. By participating in the Casey's Date Night Giveaway ("**Promotion**"), entrant accepts and agrees to these Official Rules and the decisions of Casey's Retail Company ("**Sponsor**"), which shall be final in all matters. The Promotion is in no way sponsored, endorsed, or administered by, or associated with, Instagram, Facebook, or Mondelēz Global LLC. Instagram, Facebook, and Mondelēz Global LLC are not affiliated with the Sponsor in any way. All federal, state, and local laws apply.

**2. HOW TO ENTER:** Beginning on January 30, 2023 at 12:00 a.m. Central Standard Time ("**CST**") through February 13, 2023 at 11:59 p.m. CST (the "**Promotion Period**"), you may enter in **one** of the following ways:

a. Follow @caseys on Instagram; like our Date Night Giveaway post; and comment on the post who you would like to share our Date Night Box with (your "**Comment**").

**Or**

b. Follow @caseys on Facebook; like our Date Night Giveaway post; and comment on the post who you would like to share our Date Night Box with (your "**Comment**").

**Limit one entry per person for the duration of the Promotion Period.** Use of any robotic, automatic, programmed, or similar entry method, or entering more than one (1) time by using multiple email addresses, identities, or devices, or any similar means, will void all entries of the person responsible for such act(s) and result in his/her disqualification. Your Comment must comply with the above requirements and with the **Representations** and **Content Restrictions** stated below. Failure to comply with any of the above or below requirements will result in the disqualification of you and your entry.

**Representations.** By entering the Promotion, each entrant hereby warrants and represents as follows with respect to his/her Comment: (a) the Comment conforms to all requirements and Content Restrictions set forth herein; (b) the Comment is entrant's original creation, and is not a modification, enhancement, or alteration of a third party's preexisting work; (c) the Comment was created solely by entrant; (d) the Comment has not been previously published or won any awards; (e) the Comment does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person or entity; and (f) publication of the Comment via various media, including but not limited to web/social media posting, would not infringe on the rights of any third party.

Each entrant hereby indemnifies and holds Sponsor harmless from and against any claims to the contrary.

**Content Restrictions.** Comments must not:

(a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane or pornographic; (b) promote alcohol, marijuana, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that are or may appear to be unsafe or dangerous, or further any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain or reference trademarks, logos or trade dress owned by others (except Sponsor's, which are not required) or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contain copyrighted materials owned by others without permission; (f) contain materials embodying the names, likenesses, photographs or other indicia identifying any person, living or dead, without permission; (g) depict, and cannot itself be in violation of any law; (h) defame, misrepresent or contain disparaging remarks about Sponsor, Mondelēz Global LLC or their respective products, or other people, products or companies; and (i) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Mondelēz Global LLC wish to associate, as determined by Sponsor and Mondelēz Global LLC in their discretion.

The above list is not meant to be exhaustive. Any Comment which, in the opinion of the Sponsor, is deemed inappropriate for publication or inclusion in the Sweepstakes for any reason, will be disqualified.

**3. ELIGIBILITY:** The Promotion is open to residents of Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, and Wisconsin, who are at least 18 years old at the time of entry (at least 19 years old if a resident of Nebraska), except for employees, officers and directors of Sponsor, its parent company, subsidiaries, affiliates, promotion and advertising agencies, other companies/persons involved in the design, execution or fulfillment of this Promotion, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion is void outside the states listed above and where prohibited by law.

**4. DRAWINGS:** Sponsor will conduct two (2) separate random drawings to select the winners of the prizes described in Paragraph 6, below. One (1) drawing will be conducted from among all eligible entries received through Instagram; and one (1) drawing will be conducted from among all eligible entries received through Facebook. The drawings will take place on or about February 14, 2023. Odds of winning a prize in either drawing depend on the number of entries received through the applicable social platform. Potential winners will be notified by Casey's reply comment on their entry comment on Instagram or Facebook (as applicable) and must direct message Casey's on Instagram or Facebook (as applicable) within three (3) days to claim their prize. Failure to respond within three (3) days will result in forfeiture of prize, and Sponsor shall have the option to award the prize to an alternate winner in a random drawing from among the remaining entries.

**5. LIMITATION OF LIABILITY:** By entering this Promotion, entrants waive all right to, and hold Sponsor, Instagram, Facebook, Mondelēz Global LLC, and Meta harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorney fees) arising out of or in connection with participation in this Promotion or the acceptance, use, or misuse of any prize (if applicable). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor will not be responsible for: late, incomplete, or noncompliant entries; an entrant's failure to receive prize notices due to entrant's privacy or security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, malfunctions or errors on the Instagram or Facebook platforms, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Promotion; any human, technical or other error in the in the transmission, receipt, and/or processing of the entries in this Promotion; or any typographical, technological, or other error in the publishing of the offer, administration of the Promotion, or announcement of the prizes/prize winners. If, in Sponsor's opinion, there is such an error or malfunction, or there is any suspected evidence of tampering with any portion of the Promotion, or if technical or other difficulties or errors of any kind (including but not limited to viruses and bugs) compromise the integrity of the Promotion, Sponsor reserves the right to cancel, modify, or terminate the Promotion in its sole discretion. If the Promotion is terminated prior to the stated end date/time of the Promotion Period, the prizes will be awarded in a random drawing from among all non-suspect, eligible entries received as of the date/time of termination.

**6. PRIZES:** There will be ten (10) winners—five (5) from Instagram entries, and five (5) from Facebook entries. Each winner will receive a Date Night Box, consisting of: one (1) OREO-branded pizza cutter; one (1) OREO-branded deck of cards; one (1) Hedbanz board game; four (4) cake pops; and one (1) free pizza code redeemable on the Casey's app or on caseys.com. Total Approximate Retail Value ("ARV") of each prize: \$65. Limit one prize per person. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable. Prizes are not redeemable for cash. Total ARV of all prizes in this Promotion: \$650.

Winners are responsible for all local, state, and federal income taxes on the prizes. Sponsor makes no representations, warranties, or guarantees, express or implied, in fact or in law, regarding the prizes or any portion thereof.

As a condition of acceptance of a prize, each winner may be required to submit an Affidavit of Eligibility and Liability/Publicity Release Form (where permitted) within a stated time period. Failure to comply may result in disqualification and forfeiture of prize.

## 7. SPONSOR'S AND MONDELÉZ GLOBAL LLC'S RIGHTS IN COMMENTS:

By submitting a Comment in this Promotion, each entrant hereby grants to the Sponsor and Mondelēz Global LLC a non-exclusive, irrevocable, fully paid, assignable, universal license to use, copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, delete or display such Comment, or any portion thereof, in any media now known or hereafter devised including, but not limited to, social media and the internet without limitation and without any further right of approval or compensation. Each entrant authorizes the Sponsor and Mondelēz Global LLC and their respective licensees to use, in perpetuity and in any manner they see fit, his/her Comment and to make derivative works from such Comment. Each entrant agrees that the results and proceeds of such use shall become the property of Sponsor and Mondelēz Global LLC and/or their respective licensees, and such licensees shall have no obligations of any kind to entrant.

Sponsor and Mondelēz Global LLC are not obligated to use any of the above-mentioned rights, but may do so at their sole discretion without further obligation or compensation to entrant. Each entrant agrees to release and hold Sponsor and Mondelēz Global LLC and each of their respective parent companies, subsidiaries, affiliates, and the respective officers, directors, employees, and licensees of each of the foregoing, harmless from and against any and all claims or liability arising from or in connection with any use of entrant's Comment. Each entrant further acknowledges that Sponsor and Mondelēz Global LLC do not waive any rights to use similar or related ideas previously known to Sponsor and/or Mondelēz Global LLC, or developed by their respective employees, or obtained from sources other than the Comment.

In addition, by participating in the Promotion, each entrant hereby grants permission for Sponsor and Mondelēz Global LLC to use his/her name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion in any and all media now known or hereafter developed, throughout the universe, without further notice, permission, compensation, or consideration, unless prohibited by law.

**8. CHOICE OF LAW AND FORUM:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Des Moines, Iowa; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules (whether of the State of Iowa or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Iowa.

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

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

**9. SPONSOR:** This Promotion is sponsored solely by Casey's Retail Company, 1 SE Convenience Blvd., Ankeny, IA 50021.

**10. WINNERS LIST:** For the names of all prize winners, send a self-addressed, stamped #10 envelope to: Casey's ATTN: Jasmine Riedemann, 1 SE Convenience Blvd., Ankeny, IA 50021. Requests must be received by April 30, 2023.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor only, and NOT to Instagram, Facebook, or Mondelēz Global LLC.

All trademarks used herein are the property of their respective owners.