

**THE DUKE OF DOGTOBERFEST CONTEST  
OFFICIAL RULES (the “Official Rules”)**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**1. Promotion Description:** The Duke of Dogtoberfest Contest is a Two-Part Promotion, consisting of (i) a photo skill contest to determine Contest Prize winners (the “Contest”) and (ii) a random-draw sweepstakes to determine the Grand Prize winner (the “Sweepstakes”) (collectively, the Contest and Sweepstakes are referred to herein as the “Promotion”). The Promotion described and governed by these Official Rules is a photo contest where each participant (each an “Entrant”) may enter by submitting a picture of himself/herself with his/her hot dog creation which must include a hot dog in a bun and can also include any edible toppings, garnish or other decorations (the “Hot Dog Creation”).

**2. Promotion Entry Period:** The Promotion begins at 12:00:01 AM Eastern Time (“ET”) on Monday, October 16, 2017 and ends at 11:59:59 PM ET on Sunday, November 19, 2017 (the “Promotion Period”). Within the Promotion Period, there are four (4) entry periods (each, an “Entry period”) as defined in the “Entry Periods & Drawings Schedule” below. Entries must be received during an Entry Period be eligible for that Entry Period’s drawing and prize. Participants may submit an entry once per Entry Period. Non-winning entries for an Entry Period will not roll over to subsequent Entry Periods. Sponsor’s computer is the official timekeeping device for this Sweepstakes.

<b>ENTRY PERIOD &amp; JUDGING SCHEDULE</b>				
<b>Entry Period #</b>	<b>ENTRY PERIODS</b> All eligible entries must be received between:		<b>Contest Prize Judging Date:</b> On or about:	<b># of Prizes per Entry Period</b>
	<b>Entry Period Start:</b> 12:00:00 AM ET on:	<b>Entry Period End:</b> 11:59:59 PM ET on:		
1	10/19/17	10/29/17	11/01/17	1
2	10/30/17	11/05/17	11/08/17	1
3	11/06/17	11/12/17	11/15/17	1
4	11/13/17	11/19/17	11/27/17	1

**3. Eligibility:** The Promotion is open only to legal residents of Georgia, Louisiana, Florida and Texas, age 18 or older at the time of entry. Void wherever else prohibited by law. Employees of RaceTrac, Nathan’s Famous, Inc., their subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of

each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

### 3. How to Enter: There are two (2) ways to enter:

**Method #1: Instagram Entry.** During the Promotion Period, take a picture of yourself with your Hot Dog Creation (each, a “Photo”), follow @RaceTrac on Instagram at [www.instagram.com/racetrac/](http://www.instagram.com/racetrac/), upload and share your Photo using your personal, public Instagram account, including the hashtags #Dogtoberfest and #Contest, and tagging @RaceTrac in the photo caption (each, an “Instagram Entry”).

In order to submit an Instagram Entry, Entrant’s Instagram account settings must be public. Instagram Entries uploaded from “private” Instagram accounts will not be eligible and may not be received by Sponsor. Instagram posts not received by the Sponsor will not be entered into the Promotion. Instagram Entries where Entrants delete the applicable Photo from their Instagram account prior to December 31, 2017 may be disqualified. Instagram entrants must follow and continue to follow @RaceTrac on Instagram through at least December 31, 2017 in order to be notified in the event he/she is a potential winner. By submitting an Instagram Entry, Entrants agree to be subject to and comply with [Instagram’s Terms of Use](#). Creating an Instagram account is free. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram LLC.

**Method #2: Twitter Entry.** During the Promotion Period, take a Photo, follow @RaceTrac on Twitter at [www.twitter.com/racetrac](http://www.twitter.com/racetrac), post a Tweet of your Photo using your personal, public Twitter account, including the hashtags # Dogtoberfest and #Contest and tagging @RaceTrac within Tweet (each, “Twitter Entry”).

In order to submit a Twitter Entry, Entrant’s Twitter settings must be public. Tweets from private Twitter accounts will not be eligible and may not be received by Sponsor. Tweets not received by the Sponsor will not be entered into the Promotion. Twitter Entries that are deleted from the Entrant’s Twitter account prior to December 31, 2017 may be disqualified. Twitter entrants must follow and continue to follow @RaceTrac on Twitter through at least December 31, 2017 in order to be notified in the event he/she is a potential winner. If a Tweet is more than one post in length it will be considered as one (1) entry with the first post considered the Twitter Entry. By submitting a Twitter Entry, Entrants agree to be subject to and comply with [Twitter’s Terms of Service](#). Creating a Twitter account is free. This Promotion is in no way sponsored, endorsed or administered by, or associated with, [Twitter](#).

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN PROMOTION. HOWEVER, ENTRANTS MAY ENTER THE PROMOTION VIA INTERNET-ENABLED DEVICES WITHOUT PAYMENT OF DATA RATE CHARGES.

Instagram Entries and Twitter Entries are each referred to herein as an “Entry” and, collectively, as “Entries”. **Limit: One (1) Entry per person per day during the Promotion Period regardless of method of entry.** Entries submitted with Photos that have already been submitted to the Promotion will be disqualified. Multiple Entrants are not permitted to share the same Instagram Account or Twitter Account. **All methods of entry have an equal chance of winning.** All Entries,

regardless of entry method, will not be returned or acknowledged. Once an Entry is submitted it cannot be modified by an Entrant. Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete Entries will be accepted. Sponsor may disqualify any Entry if the Entry (including any related comment or Photo) includes inappropriate, offensive or other derogatory language, content or information. Sponsor reserves the right to remove, reject or disqualify (along with the Entrant who submitted such Entry) any Entry which, in Sponsor's sole and complete discretion violates these Official Rules, violates the Instagram Terms of Use or the Twitter Terms of Use (as applicable), or is otherwise inappropriate for inclusion in the Promotion.

**4. Entry Requirements and Conditions:** All Entries must comply with the following minimum guidelines to be eligible:

- Photo must show Entrant with his/her Hot Dog Creation;
- Entries must include the hashtags #Dogtoberfest and #Contest, and tag @RaceTrac
- Entrants are required to follow @RaceTrac on the platform (*i.e.*, either Instagram or Twitter) used to submit his/her Entry;
- Photos must conform to the format and size requirements and limitations of Instagram or Twitter, as applicable;
- Entries cannot contain content that is irrelevant to the purpose of the Promotion.
- Each submitted Photo must be original and created for the purpose of entering the Promotion;
- No duplicate Photos or Entries may be submitted;
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer which are necessary or required for such Photo to be used as part of the Entry and as necessary to comply with requirements specified in these Official Rules;
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity;
- Entry cannot be violent or promote or include firearms/weapons;
- Entry cannot promote or include alcohol, illegal drugs or tobacco;
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies;
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group;
- Entry cannot include trademarks, logos or trade dress owned by parties other than Sponsor or advertise or promote any brand or product of any kind (except those of Sponsor), without permission, or contain any personal identification, such as license plate numbers, e-mail addresses or street addresses;
- Entry cannot include copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples") without permission;
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than Entrant, without permission;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Entry cannot depict illegal activity and cannot itself be in violation of any law.

By submitting an Entry, Entrant understands and grants to the Sponsor an irrevocable, perpetual, royalty-free, non-exclusive, fully sublicensable worldwide license to reproduce, create derivative works from, distribute, display, transmit, perform, make available, and otherwise use his/her Entry and Photo (including any intellectual property contained in such Entry or Photo) in any and all media now known or hereafter invented worldwide without compensation, permission, attribution or notification.

By submitting an Entry, Entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo for person's likeness to appear as part of the Entry; and (c) Entrant owns all rights in and to the Photo, including without limitation, copyright rights, and has received prior written permission from the necessary third party if a Photo was photographed by someone other than the Entrant him/herself. Entrant will indemnify, defend, and hold harmless Sponsor, Nathan's Famous, Inc., and their related entities, agents and assigns from any and all claims, losses, liabilities and damages (including reasonable attorneys' fees, court costs, investigation costs, or reasonable experts' fees) arising from or relating to (i) Entrant's breach or alleged breach of the representations and warranties contained herein, (ii) the Entry, (iii) Entrant's conduct in creating the Entry, or (iv) the acceptance or use of any prize or otherwise in connection with this Promotion.

By submitting an Entry, Entrant warrants and represents that he/she and any other persons appearing or who are otherwise identifiable in the Entry consents to the submission and the use of the Entry. Sponsor reserves, and Entrant grants to Sponsor, the right in Sponsor's sole and absolute discretion to alter, change or modify any Entry, which includes any Photo submitted as part of such Entry.

ENTRIES POSTED TO INSTAGRAM OR TWITTER REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. SHOULD SPONSOR DECIDE TO POST (OR RE-POST, AS THE CASE MAY BE) ANY PHOTO (OR OTHER PORTION OF AN ENTRY), SUCH ACTION DOES NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY SPONSOR THAT THE APPLICABLE ENTRANT IS ELIGIBLE FOR THE PROMOTION OR IS A WINNER OF A PRIZE IN THE PROMOTION; NOR DOES SUCH POSTING/RE-POSTING OF PHOTO/ENTRY OTHERWISE OBLIGATE OR BIND SPONSOR IN ANY MANNER.

#### **5. Prizes/Approximate Retail Value ("ARV"):**

**Grand Prize** (the "Grand Prize"): There is one (1) Grand Prize available to be won. The Grand Prize includes a trip for winner and one (1) guest to the 2018 Nathan's Famous International Hot Dog Eating Championship Event from July 3, 2018 – July 5, 2018. Trip must be taken on dates specified by Sponsor. Grand Prize trip includes:

- Official Judgeship for winner at the 2018 Nathan's Famous International Hot Dog Eating Championship. Winner may participate as an official judge for the Nathan's Famous International Hot Dog Eating Championship, subject to event organizer's approval in its sole discretion, and will be responsible for and subject to any requirements of being an official judge, including but not limited to eligibility and fitness requirements;

- Admission for winner's guest to attend the 2018 Nathan's Famous International Hot Dog Eating Championship as a spectator;
- Round-trip, coach-class airfare for two (2) to New York City from a major airport within the 50 United States;
- Three (3) days / two (2) nights hotel accommodations at a hotel of Sponsor's choice (single room/double occupancy);
- Ground car service transportation to/from airport/hotel and hotel/event; and
- \$500 Cash Allowance (to be awarded as a pre-paid card or check).

**The maximum ARV of Grand Prize is: \$4,000.** The actual value of the Grand Prize may vary based upon dates of travel and point of departure. Any difference between the ARV and actual value of the Grand Prize will not be awarded to the winner.

**Contest Prize** (each, a "Contest Prize"): There are four (4) Contest Prizes available to be won. Contest Prize includes a RaceTrac tailgating package. Tailgating package contents to be determined by Sponsor in its sole discretion. **ARV of Contest Prize: \$100 each.**

**Total ARV of all prizes available to be won: \$4,400.**

Limit: One (1) Contest Prize per person. Entries chosen as Contest Prize winners will still be considered eligible for the Grand Prize drawing.

Odds of winning the Grand Prize will depend upon the total number of eligible entries received during the Promotion Period.

Award of any prize is subject to Entrant's compliance with the requirements specified in Section 8 (and all other applicable terms specified in these Official Rules), and the prizes themselves are subject to the conditions specified in Section 9.

**6. Contest Prize Judging:** All eligible Entries received for each Entry Period will be judged by a panel of judges selected by the Sponsor by or around the date indicated in the Entry Period and Judging Schedule in Section 2, above, for such Entry Period, who shall use the criteria set forth below to determine the potential Contest Prize winner for that Entry Period. The eligible Entries will be graded based on the following pre-determined set of criteria:

- A. Creativity:** 40%
- B. Reference to Theme:** 30%
- C. Appeal of Hot Dog Creation:** 20%
- D. Quality of Entry:** 10%

The Entry receiving the highest score for each Entry Period will be deemed the potential Contest Prize winner. In the unlikely event of a tie, the tied Entry with the highest score in Criterion A (Creativity) will be deemed that Entry Period's potential Contest Prize winner. If additional tie breakers are needed, the same tie-breaking mechanism will be used; however, instead of the highest score in Criterion A determining the potential winner from among the tied entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed) will determine the potential Contest Prize winner. If additional tie-breakers are still needed, the tied Entries will be judged by a separate panel of judges to be determined by Sponsor using the judging process as outlined above.

All decisions made by Sponsor with respect to the award of the Contest Prizes are final and binding upon all Entrants.

**7. Grand Prize Random Drawing:** The potential Grand Prize winner will be selected in a random drawing on or about Monday, November 27, 2017 from among all eligible entries received during the Promotion Period by the Promotion Administrator, an independent representative of the Sponsor whose decisions are final.

**8. Winner Notification:** The potential Grand Prize winner will be notified by the Sponsor on/around November 27, 2017 via comment or direct message to his/her Instagram or Twitter account (the "Grand Prize Initial Notification"). To begin the prize claim process, the potential Grand Prize winner must respond as instructed to the Grand Prize Initial Notification with his/her full name and email address within 48 hours after the Initial Notification. Within two (2) business days of confirmation of the information received from potential Grand Prize winner in response to the Grand Prize Initial Notification, such potential Grand Prize winner will receive a second notification via email from the Promotion Administrator (the "Second Notification"). The potential Grand Prize winner will then be required to sign and return, within five (5) days after the Second Notification, each of the following (which shall be provided via the Second Notification): an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, the "Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Any travel companion of the potential Grand Prize winner will also be required to sign a Travel Companion Liability Release in order for such individual to participate in the Grand Prize. Any potential Grand Prize winner's ability to redeem the Grand Prize is contingent on such potential Grand Prize winner complying with each of the requirements set forth in this section.

The Grand Prize must be used by the winner on the dates specified by Sponsor or the Grand Prize will be forfeited in its entirety. The Grand Prize package will be made available for redemption and use by the winner within approximately 10 days after the winner is verified.

The potential Contest Prize winners will be notified by the Sponsor on/around the Contest Prize Judging Date indicated in the Entry Period and Judging Schedule in Section 2, above, for such Entry Period via comment or direct message to his/her Instagram or Twitter account (the "Contest Prize Initial Notification"). To begin the prize claim process, the potential Contest Prize winner must respond as instructed to the Contest Prize Initial Notification with his/her full name, home address and email address within 48 hours after the Initial Notification.

Contest Prizes will be awarded to the address provided within 45 days of the winner being verified.

Noncompliance by any potential winner with any of the requirements specified in the preceding paragraph may (at Sponsor's discretion) result in disqualification of such winner, in which case an alternate winner shall be determined in accordance with the criteria specified in Section 6 for Contest Prizes or Section 7 for the Grand Prize.

Sponsor is not responsible for any change to account information of Entrant after submission of any Entry. If winner notification is returned as undeliverable or is sent to an incorrect or invalid account (or an account which is no longer associated with the Entrant), or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner shall be determined; provided, if such forfeited prize is the Grand Prize, that there is sufficient time to notify and verify an alternate Grand Prize winner, and for such alternate winner to redeem and commence the trip, on or prior to the trip deadline specified in the preceding paragraph.

**9. Prize Conditions:** All expenses related to the acceptance or use of a prize are the sole responsibility of prize winner, except those costs or expenses which are expressly stated as being part of the Grand Prize in Section 5.

All travel related expenses including, but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, rental/travel insurance, service charges, food and beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of Grand Prize winner. Winner and travel companion(s) (if applicable) must travel on same itinerary. Winner and travel companion(s) must have valid photo ID and any other required documentation, which is solely the responsibility of the winner and travel companion(s). Grand Prize must be used on or prior to the dates specified in Section 5 or the Grand Prize will be forfeited. Dates are subject to change upon prior written notice being provided to winner.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with no travel companion, no additional compensation will be awarded.

Travel is subject to availability. All hotel reservations are based on availability and holidays may be excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability.

If for any reason whatsoever, Grand Prize winner and/or travel companion(s) are unable to travel after all travel arrangements have been made and paid for by Sponsor, Sponsor shall have no further obligation to the winner or the travel companion(s). If, after travel arrangements have been made, weather affects the ability for winner and his/her guest to redeem any portion of Grand Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companion(s) other than to supply the remaining elements of the Grand Prize package minus the unused portion of the Grand Prize. Grand Prize winner and travel companion(s) are responsible for obtaining the proper travel documentation (e.g., valid photo ID) prior to travel. Grand Prize winner's guest must be legal U.S. resident, 18 years of age or older and must complete and return a Travel Companion Liability Release prior to travel as noted above. If any of winner's selected travel companion(s) is deemed a minor in his or her state of primary residence, Grand Prize winner must be minor travel companion's parent or legal guardian and must execute the Travel Companion Liability Release on the minor travel companion's behalf.

After the Grand Prize winner has been selected, if the Grand Prize winner or any of his/her selected travel companion(s) engages in behavior that, as determined by the Sponsor, in its sole discretion, is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten or harass any other person or entity, Sponsor reserves the right to terminate the Grand Prize, in whole or in part, with no further compensation being awarded to the winner or his/her travel companion(s).

Prizes are not redeemable for cash, except at the sole discretion of the Sponsor. Prizes are not assignable or transferable, except to a surviving spouse of the winner. No substitution is permitted except if the prize (or a prize component) is unavailable, in which case Sponsor reserves the right to award a similar prize of equal or greater value. Any other incidental expenses on the Grand Prize which are not specified herein are the sole responsibility of the winner. Once any prize component has been delivered to the winner's residence or has otherwise been redeemed by the winner (*e.g.*, travel arrangements have been booked and paid for), the prize component is considered awarded.

The winner is responsible for all federal, state and local taxes arising from the prize, if applicable.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use the winner's name, prize description, hometown, and likeness for purposes of advertising, promotion and publicity (including online posting) in connection with the Promotion and prizes in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Winner acknowledges that Sponsor and all other businesses affiliated with this Promotion and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that any merchandise prize shall be subject to its manufacturer's standard warranty (if any and if applicable).

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

**PARTICIPATION IN THIS PROMOTION AND THE RECEIPT AND/OR USE OF ANY PRIZE OFFERED IS AT YOUR OWN RISK. NEITHER SPONSOR NOR ADMINISTRATOR SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF PARTICIPATION IN THE GRAND PRIZE TRIP OR ANY OTHER ASPECT OF ANY PRIZE WINNER'S ACCEPTANCE OR USE OF A PRIZE.**

#### **10. General:**

Participating Entrants agree to these Official Rules and the decisions of the Sponsor and the Promotion Administrator, and release the Sponsor, Nathan's Famous, Inc., the Promotion Administrator and their affiliated companies, and all other businesses involved in this Promotion, as well as the respective employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability, losses, or damages relating to their participation in the Promotion, and the acceptance and use/misuse of the prize offered. Entrants assume all liability for any injury or damage caused or claimed to be caused, by



participation in this Promotion or use/misuse or redemption of a prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of any prize.

In the event of a dispute over the identity of an Entrant, an Entry will be deemed submitted by the "Authorized Account Holder" of the Twitter or Instagram account used at time of entry. "Authorized Account Holder" means the natural person to whom the Twitter or Instagram account is registered. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof that such party is the Authorized Account Holder associated with the Entry. Entry materials/data (including any Photo) that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible Entries; or (ii) 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 (including phone and internet), telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or any phone or mobile network or at any website or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer, cell/mobile phone, or other electronic device related to or resulting from participating in the Promotion.

By participating in the Promotion, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Promotion Administrator, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion.

Sponsor reserves the right to: (i) permanently disqualify from the Promotion any person it believes has violated these Official Rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system/network malfunction impairs its ability to conduct the Promotion). If for any reason this Promotion is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor 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 Promotion, at which time, Sponsor may determine the winner from among all eligible Entries received at the time of the Promotion termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE PROMOTION, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. Disputes:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by courts located in or encompassing Cobb County, Georgia. All issues and questions concerning the

construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations hereunder, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind these Official Rules or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES OR PROMOTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**12. Privacy:** Personal information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <http://racetrac.com/privacy>.

**13. Official Rules Request:** To request a copy of these Official Rules, see [www.racetrac.com/news-press.aspx](http://www.racetrac.com/news-press.aspx) or send a self-addressed, stamped envelope by 11/27/17, to: The Duke of Dogtoberfest Contest Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

**14. Winner Confirmation Request:** For a written confirmation of the winner (available after 11/27/17), send a stamped, self-addressed envelope (no later than 12/26/17), to: The Duke of Dogtoberfest Contest Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.

**15. Sponsor:** RaceTrac Petroleum, Inc. ("RaceTrac" or "Sponsor"), 200 Galleria Parkway SE, Suite 900 Atlanta, GA 30339

**16. Administrator:** US Sweepstakes & Fulfillment Company ("Promotion Administrator"), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**Void outside GA, LA, FL, TX and wherever else prohibited.**