

# **PRINGLES, BUY ONE, GET ONE, WIN ONE SWEEPSTAKES**

## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PRINGLES BUY ONE, GET ONE, WIN ONE SWEEPSTAKES (THE “SWEEPSTAKES”) IS ONLY OPEN TO LEGAL RESIDENTS OF THE U.S. RESIDING IN THE STATES OF NEBRASKA, IOWA OR SOUTH DAKOTA THROUGHOUT THE SWEEPSTAKES PERIOD AND WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. THE SWEEPSTAKES STARTS JANUARY 9, 2024 AT 12:00:00 A.M. CENTRAL TIME (“CT”) AND ENDS MARCH 4, 2024 AT 11:59:59 P.M. CT (THE “SWEEPSTAKES PERIOD”); HOWEVER, SPONSOR RESERVES THE RIGHT TO END THE SWEEPSTAKES AT ANY TIME. VOID WHERE PROHIBITED.

### **SPONSOR:**

The Sweepstakes is sponsored by Cubby’s, Inc., 9229 Mormon Bridge Plz, Suite 6, Omaha, NE 68152 (the “Sponsor” or “Cubby’s”).

### **CONDUCT:**

This Sweepstakes is governed by these official rules (“Official Rules”). By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor shall be final and binding in all respects. The Official Rules will be posted on the following website throughout the Sweepstakes Period: <http://www.cubbys.com/BBRsweeps-rules>. Failure to comply with these Official Rules may result in disqualification. The Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or the website; or to be acting in any manner deemed by the Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by the Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person.

## **ELIGIBILITY:**

NO PURCHASE IS NECESSARY TO ENTER THE SWEEPSTAKES OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. To enter the Sweepstakes, entrants: (i) must be 18 years of age or older at the time of entry (ii) must be a legal resident of Nebraska, Iowa, or South Dakota, (iii) must not be considered a minor or legally incompetent in your state of residence, (iv) and must be a registered Bear Bucks Rewards member. The Sweepstakes is void in New York, Florida, Puerto Rico, U.S. territories and possessions, and where otherwise restricted or prohibited by law. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Employees, officers and directors of Sponsor, their respective subsidiaries, licensees, and agencies and those of any other company involved with the design, production, execution or distribution of this Sweepstakes are not eligible to participate in the Sweepstakes or to win any prizes. Any Sweepstakes entries received from an ineligible participant will be disqualified.

## **SWEEPSTAKES PERIOD:**

The Sponsor reserves the right to extend, shorten or alter the Sweepstakes in its sole discretion. Sweepstakes entry method systems will be the official timekeeping devices.

## **HOW TO ENTER:**

All methods of entry have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned. Unless otherwise specified, all entries must be submitted during the Sweepstakes Period.

There are two (2) ways to enter the Sweepstakes:

1. **Make a Qualified Purchase at a Cubbys, Inc. location:** During the Sweepstakes Period, purchase a “Qualified Product” (defined below) at a Cubby’s, Inc.-owned store location using a registered Bear Bucks Rewards account, and you will automatically receive one (1) entry into the Sweepstakes per eligible item purchased. During the Sweepstakes Period, visit a participating Cubby’s, Inc. store and purchase one (1) 5 oz to 6 oz can of Pringles Potato Crisps using your registered Bear Bucks Rewards account (each eligible item, a “Qualified Product”). All Qualified Products may not be available at all Cubby’s, Inc. store locations. There are three (3) ways to apply your Bear Bucks Rewards account to the purchase: (i) swiping a registered Bear Bucks Rewards card, (ii) scanning your Bear Bucks Rewards in-app barcode, or (iii) entering an alternate ID (phone number) connected to your registered account) on a pin pad. Entry amounts are subject to the limit below.

**Sweepstakes Opt-Out:** If you wish to make a Qualified Product purchase using your registered Cubby's Rewards account without being entered into the Sweepstakes, you may hand print your name, date of birth, phone number, zip code and email address associated with your Bear Bucks Rewards account on a piece of paper and mail it in an envelope with proper postage to "Buy One, Get One, Win One Pringles Sweepstakes – OPT OUT," 9229 Mormon Bridge Plz, Suite 6, Omaha, NE 68152. Your Opt-Out request will be applied to the drawing(s) after receipt. Your opt-out must be postmarked by January 26, 2024 and received by March 3, 2024 in order for your entries to be removed from the drawing(s).

2. **MAIL-IN ENTRY:** To enter without purchase, hand-write your first and last names, street address, city, state, postal code, email, phone number, birthday, and 12-digit Bear Bucks Rewards number on a 4 x 6 card and mail to Cubby's, Inc., Attn: Mike Wilson, 9229 Mormon Bridge Plz, Suite 6, Omaha, NE 68152. You will receive one (1) Sweepstakes entry each day a mail-in card is received by March 4, 2024 at 11:59 p.m. Mechanically reproduced or photocopied entries are not allowed. All entries become the exclusive property of the Sponsor, and none will be acknowledged or returned. The Sponsor is not responsible for submissions outside the Sweepstakes Period, or those that are late, incomplete, invalid, unintelligible, or otherwise deemed ineligible by Sponsor. Any ineligible form submissions will be disqualified.

Entry methods are subject to, and will be treated in a manner consistent with, official Bear Bucks Rewards Program Terms and Conditions at <https://www.cubbys.com/bear-bucks-privacy-policy/> including but not limited to account status and set up and earning visits. To participate, you must have a registered Bear Bucks Rewards account. If you are a potential winner, you will be contacted via email or phone based on the contact information associated with your Bear Bucks Rewards account.

If you do not yet have a Bear Bucks Rewards account, visit any Cubby's, Inc. location for a free card. If you have not yet registered your Bear Bucks Rewards card, visit <https://registerloyalty.com/cubbysconveniencestores> to complete registration. Alternately, you may download the Cubby's app for free via the Apple app store or Google Play Store on an iOS or Android mobile phone and register within the app. Data rates and other costs associated with mobile phone use are the sole responsibility of the entrants.

**Limit:** There is no limit to Sweepstakes entries per person during the Sweepstakes Period; combination of methods of entry will be accepted. Multiple entrants are not permitted to share the same email address or Bear Bucks Rewards account. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to,

sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address or the natural person assigned a Bear Bucks Rewards account by Cubby’s, Inc. or its agent. A potential winner may be required to show proof of being the authorized account holder.

Entrant agrees that the Sponsor may use or disclose his or her entry in whole or in part, commercially or noncommercially, in any media, in perpetuity, worldwide, including the right to publish and display the entry for advertising and publicity, and to edit and make derivative works, all without additional notification, review, approval or compensation to anyone, including entrant. Additionally, the entrant agrees that Cubby’s may post the entry (including your name), or any portion thereof, on its website ([www.cubbys.com](http://www.cubbys.com)) and/or its webpages on third-party sites, and/or use in any media.

All entrants consent to Sponsor’s right to contact the entrant after entrant’s entry into the Sweepstakes for purposes of Prize notification or other correspondence relating to the Sweepstakes. The Sponsor may contact an entrant by means of any correspondence or communication, including emailing, telephone calls, or text messages. By submitting an entry into the Sweepstakes, the entrant is consenting to use of his or her personal information as set forth in the Sponsor’s privacy policy at <https://www.cubbys.com/bear-bucks-privacy-policy>.

## **PRIZES:**

There are five (5) Prizes available to be won in the Sweepstakes: Win one (1) can of Pringles per week for one (1) year totaling fifty-two (52) cans (Approximate Retail Value: \$210.00) (the “Prize”). The Prize is nontransferable, nonnegotiable and non-divisible, unless otherwise stated in writing or agreed to in writing by the Sponsor. Any difference between the approximate retail value and actual cost will not be awarded. All features including but not limited to size, color, and variety of each Prize will be determined by the Sponsor.

Winner’s personal information related to Sweepstakes entry, including, but not limited to, first and last names, full mailing address, phone number, and/or email address, may be shared with other companies involved with the design, production, execution or distribution of this Sweepstakes for the purpose of Prize awarding and delivery. Prize will be made available for pickup at the Cubby’s location of the winner’s choice.

The prize is awarded “as is” with no warranty or guarantee, either expressed or implied by the Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes 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 the Prize shall be subject to its manufacturer’s standard warranty (if any).

**ODDS:**

The odds of winning depend on the number of eligible entries received.

**RANDOM DRAWING:**

All eligible entries received during the Sweepstakes Period will be gathered into a database at the end of the Sweepstakes Period. The drawing for the Prize will be randomly awarded to five (5) potential winners among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted on or around March 5, 2024. Entrants may only win once in the Sweepstakes.

**PRIZE WINNER NOTIFICATION:**

The potential winners will be notified via email or phone call (or by mail if required by law) by Sponsor and/or a third-party prize fulfillment company and required to respond via return email or phone call and return completed any and all requested documentation which may include but is not limited to an affidavit acknowledging the potential winner’s eligibility, proof of a valid driver’s license, IRS W-9 form, and publicity release (“Sweepstakes Documents”) within three (3) days from the time the award notification was sent unless otherwise indicated by Sponsor. Each entrant is responsible for monitoring for Prize notification or other communications related to this Sweepstakes.

Sponsor, partner companies, their subsidiaries, affiliates, directors, employees and agents, and the advertising, promotion, and fulfillment agencies of each (the “Sweepstakes Entities”) shall have no liability for any potential winner’s failure to receive notices due to spam, junk email or other security settings or for any potential winner’s provision of incorrect or otherwise non-functioning contact information. If a potential winner cannot be contacted, is ineligible, fails to claim the Prize and provide the Sweepstakes Documents within three (3) days from the time

award notification was sent (or seven (7) days in the case of a mail notification), or fails to return fully completed and executed Sweepstakes Documents as required, the Prize may be forfeited and an alternate winner may be selected. Up to three (3) alternates may be selected as time permits for reasonable awarding of the Prize. If all alternates fail to claim the Prize, the Prize may not be awarded at the discretion of the Sponsor.

If winner fails to comply with these Official Rules, that winner will be disqualified. ALL FEDERAL, STATE, LOCAL AND INCOME TAXES ON PRIZES AND EXPENSES RELATING TO ACCEPTANCE AND USE OF PRIZES NOT SPECIFIED ARE THE SOLE RESPONSIBILITY OF THE WINNER.

#### **ADDITIONAL LIMITATIONS:**

If for any reason this Sweepstakes 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 Sweepstakes, the 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 Sweepstakes, at which time, the Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. The Sponsor assumes 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. The Sponsor is not responsible for any problems or technical malfunctions or any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

#### **PUBLICITY:**

Except where prohibited by law, entry into the Sweepstakes and acceptance of Prize constitute permission to use winner's name, Prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion, and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Except as expressly stated in these Official Rules, no substitution, cash redemption or transfer of the Prize is allowed, but the Sponsor reserves the right to substitute for the advertised Prize a prize of equal or greater value if the advertised Prize becomes unavailable for any reason.

**NO LIABILITY:**

By entering the Sweepstakes, entrants agree to these Official Rules and all decisions of the Sponsor. Winner's release, discharge, indemnify and hold harmless the Sweepstakes Entities from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the Prize offered. Winners assume all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use/misuse or redemption of the Prize. The Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize.

The Sponsor reserves the right in its sole discretion to cancel or suspend the Sweepstakes or any portion thereof should any causes corrupt the administration, security or proper operation of the Sweepstakes, and select a winner from entries received prior to the action taken or in such other manner as deemed fair and appropriate by the Sponsor. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or any other social platforms. Entrants are providing their information to Cubby's, Inc. and not to Facebook. The Sweepstakes is in no way affiliated with Apple. The information provided will only be used for the purpose of this promotion unless otherwise requested by the entrant.

**CHOICE OF LAW AND VENUE:**

Except where prohibited, entrant agrees that all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor or the Sweepstakes Entities in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard for conflicts of law doctrine, and all proceedings shall take place in Douglas County, State of Nebraska.

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

**PRIVACY:**

Personal information collected from mail-in entrants is subject to the Sponsor's privacy policy at <https://www.cubbys.com/bear-bucks-privacy-policy>.

#### **WINNERS LIST:**

An official winners list will be available upon request by writing Cubby's, Inc. 9229 Mormon Bridge Plaza, Suite 6, Omaha, NE 68152 following the end of the Sweepstakes Period. Allow 6-8 weeks to process requests.

#### **CONTACT:**

For Sweepstakes inquiries, contact: Mike Wilson Address: Cubby's, Inc., 9229 Mormon Bridge Plaza, Suite 6, NE 68152.

#### **LIMITATION OF LIABILITY:**

**IN NO EVENT SHALL THE SPONSOR BE LIABLE TO ANY ENTRANT OR PROSPECTIVE ENTRANT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, EVEN IF THE SPONSOR HAS BEEN NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SWEEPSTAKES. THE SPONSOR AND THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR: (A) ANY ERROR WHICH MAY OCCUR IN THE PROCESSING OF ANY AND ALL ENTRIES; (B) LOST, LATE OR MISDIRECTED ENTRIES; OR (C) ANY CONDITION CAUSED BY EVENTS THAT MAY CAUSE THE SWEEPSTAKES TO BE DISRUPTED OR CORRUPTED.**