

REFUEL NORTH CAROLINA #1 FAN GIVEAWAY OFFICIAL RULES:

NO PURCHASE/TRANSACTION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

MANY WILL ENTER, ONLY ONE WILL WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW AND SUBJECT TO ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS.

ENTRY PERIOD/ELIGIBILITY: The Refuel North Carolina #1 Fan Giveaway sponsored by REFUEL (the “Sponsor”) begins at 8:00:00 AM Eastern Standard Time (“EST”) on Friday 14, 2022, and ends at 11:59:59 AM EST on February 2, 2022, (the “Promotion Period”). All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstake are final and binding. The Sweepstake is open to current residents of the state of North Carolina (“NC”) only, that have accessed the Promotion Website (as noted below); and are at least 18 years of age or older at time of entry. Employees of Sponsor, their respective parent companies, affiliated companies, subsidiaries, advertising agencies, promotion and administration agencies, representatives, consultants, independent contractors and interns who have, within the past six (6) months, performed services for REFUEL and any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of this Sweepstake, and their respective agents, employees, officers, directors, successors and assigns (the “Sweepstake Entities”), and their immediate families (*i.e.*, parents, spouse, domestic partner, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter the Sweepstake. By participating in this Giveaway, entrants unconditionally: (a) agree to be bound by these Official Rules and by the decisions of Sponsor which are final and binding; (b) acknowledge compliance with these Official Rules; and (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth herein. All Federal, State and local laws and regulations apply. Void where prohibited by law.

HOW TO ENTER: NO PURCHASE NECESSARY: Click on the Sweepstake Link in the email or on social media, which will direct you to the ‘Entry’ page; or go directly to www.refuelmarket.com/sweepstakes (the “Sweepstakes Website”) any time during the Promotion Period- follow the on-screen instructions to enter. The person completing the entry process will be deemed the “Entrant.” The Entrant successfully completing this submission process and clicking “Enter” will create an “Entry.” Entrant will receive one (1) Entry into the Sweepstakes after successfully submitting and completing the Entry steps noted above.

ENTRY LIMITATIONS: All Entries must be completed in English. All Entries must be submitted and received during the Sweepstakes Period via the “How To Enter” method noted above. No other forms of entry are valid and any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion what constitutes a valid Entry. Entries are not transferable. Entries received without all the information requested above or not submitted via the official promotion website, will be void and may result in disqualification of such person in Sponsor’s sole discretion. All required fields on the entry form must be completed

to be eligible. Incomplete or inaccurate Entries are void. All Entries submitted in compliance with these Official Rules and not disqualified or voided are considered "Eligible Entries." Sponsor reserves the right, but not the obligation, to review any Entry for violation of these Official Rules and may, at its sole discretion, reject, delete, disqualify, or otherwise exclude an Entry for any reason, including without limitation, if the Entry does not comply with these Official Rules or any other commentary or material which Sponsor, in its sole discretion deems inappropriate. Entry and continuing participation in the Sweepstakes is subject at any time to verification by Sponsor. Once an Entry is submitted, it may not be edited or resubmitted.

CONDITIONS OF ENTRY: In the event of a dispute regarding the identity of an Entrant, the Entrant will be deemed made by the authorized account holder of the email address submitted at the time of Entry submission. The authorized account holder is defined as the natural person who is assigned to the email address associated with said entry by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address and who is the sole owner of the account pursuant to which the Entry is made. Entries must be submitted from a valid email account used for Entry, which may be identified by reverse domain name search or from a valid and working cellular phone number via SMS/Text Message. All materials submitted become the sole property of Sponsor and will not be acknowledged or returned. Entrants shall be solely responsible for all Internet access and SMS usage charges imposed by Entrant's online service and/or cellular phone provider. By entering, Entrant acknowledges compliance with these Official Rules including all eligibility requirements. Sponsor and its affiliates, subsidiaries, representatives, Agents and employees are not liable for lost, late, stolen, illegible, delayed, garbled or misdirected entries; technical hardware or software failures of any kind; lost or unavailable network connections; failed, incomplete, or damaged transactions; or for garbled or delayed computer transmissions even if the foregoing limits an entrant's ability to participate in the Sweepstakes in any way or to win. Sponsor and its affiliates, subsidiaries, representatives, Agents and employees are not responsible for any problems or the technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion, or any combination thereof, including any injury or damage to entrant's or any person's computer or other property relating to or resulting from participation or downloading any materials in connection with the Sweepstakes.

DRAWING AND ODDS OF WINNING: The Refuel North Carolina #1 Fan Giveaway Sweepstakes random drawing will be held on or about 2/2/2022 and conducted under the supervision of the Sponsor or their assigns from all eligible Entries received during the Promotion Period. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF IT SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT THE VERIFICATION IS COMPLETE AS SET FORTH IN THE OFFICIAL RULES. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF

ITS VALIDATION PROCESS. ANY SUBMISSION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE SUBMISSION AND IS VOID AND WILL NOT BE HONORED WITH AN ENTRY.

WINNER NOTIFICATION/VERIFICATION: The Refuel North Carolina #1 Fan Giveaway winners will be notified via e-mail and/or phone between 1 PM and 5PM EST 2/2/2022 and will be required to respond to the notification within one (1) day thereafter indicating whether he/she can accept the Prize. Winning is contingent upon fulfillment of all requirements. Potential Winners will be notified by the email address they entered with or phone number provided. If no response is received within the time allotted, an alternate Winner will be selected (time permitting). If a potential Winner responds to the notification after the time allotted, he/she may be put on a waiting list and may be awarded a Prize as an alternate Winner subject to availability and time permitting, as decided by Sponsor in Sponsor's sole discretion. Sponsor is not responsible for suspended or discontinued Internet, wireless, land-line phone service which may result in a potential Winner not receiving initial Prize notification. **A potential Winner may be required to provide Sponsor with proof that the potential Winner is the authorized account holder of the email address and/or phone number provided, associated with the applicable Entry.** Disqualification and selection of an alternate Winner at Sponsor's sole discretion may result from, but not be limited to, any of the following: (a) a potential Winner does not respond to a notification email and/or phone call with all requested information; (b) an email notification is returned as undeliverable; (c) any Prize notification/documentation/Prize is returned as undeliverable for any reason; (d) a potential Winner is ineligible or cannot be notified or contacted; (e) a potential Winner's inability to provide Sponsor with satisfactory proof that he/she is the authorized account holder of the email address and/or phone number (as required), associated with the winning Entry (if requested); (f) failure to respond to any other required time periods; or (g) any other non-compliance with the Official Rules or these Terms and Conditions.

PRIZE DESCRIPTION/RESTRICTIONS AND AWARDING: There will be two (2) UNC v Duke tickets, two (2) pre-game hospitality passes and an autographed basketball. All taxes and other expenses not specified herein, including without limitation, income taxes, associated with the prizes and their receipt are the sole responsibility of the Winner. The Refuel North Carolina #1 Fan Giveaway prize will be awarded provided that there are at least as many eligible entries by the promotion period deadline date as prizes offered, in order to conduct the drawing as noted above. The Refuel North Carolina #1 Fan Giveaway prize shall not be subject to any dispute or claim whatsoever and no substitutions or transfer of prize allowed. The Refuel North Carolina #1 Fan Giveaway prize may be awarded to confirmed winner at a date/time/location as determined by Sponsor at time of award and at its sole discretion. Sponsor expressly reserves the right to delay the announcement of the Winner for any reason Sponsor deems necessary. If a Winner cannot accept the Refuel North Carolina #1 Fan Giveaway prize as specified, it will be forfeited and awarded to an alternate Winner (time permitting). If the Winner is deemed a minor in his/her state of residence, the Refuel North Carolina #1 Fan Giveaway prize will be awarded in the name of the Winner's parent or legal guardian. Acceptance of a prize constitutes permission for Sponsor and its agencies to use Winner's name and/or likeness for purposes of advertising and

trade without further compensation, unless prohibited by law. By accepting a Refuel North Carolina #1 Fan Giveaway prize, Winner agrees to hold Sponsor, its Agents, and their affiliates, subsidiaries and their respective directors, officers, employees, and assigns, harmless against any and all claims and liability arising out of the acceptance, possession, use, misuse or nonuse of the Refuel North Carolina #1 Fan Giveaway prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of said Refuel North Carolina #1 Fan Giveaway prize.

Privacy: Personal information collected by Sponsor will be used for administration of this Sweepstakes. All information submitted by entrants is subject to and will be treated in a manner consistent with Sponsors *Privacy Policy*. Sponsor uses reasonable commercial efforts to comply with guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in such email correspondence. An Entrant's decision to opt-out of such communications will not affect such Entrant's Entry. Entrant further agrees that the personal information collected during this Sweepstakes may be shared with the Released Parties, whose use of such information shall be governed by such parties' own privacy policies.

GRANTS OF RIGHTS/LIABILITY AND RELEASE: Each Entrant, by participating in the Sweepstakes and regardless of whether such Entrant is a Winner, except where legally prohibited, grants to Sponsor an exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, sub-licensable right and license to exploit his/her Entry, including but not limited to such Entrant's name, video, likeness, photograph, voice, opinions, hometown, and/or state, as well as additional photographs, video footage or other images that Sponsor or its affiliates may take of such Entrant if Entrant is a Winner, in whole or in part, in any manner and for whatever purpose Sponsor shall elect, including, but not limited to, advertising, trade and promotional purposes, in any media now or hereafter known, without any payment or other consideration of any kind, or permission or notification, to Entrant or any third party. The foregoing grant includes, without limitation, the right to reproduce, alter, amend, broadcast, edit, publish, distribute, copy, exhibit, display, market, promote, advertise, publicize, use, merchandise, license, sub-license, change, modify, adapt and otherwise exploit such Entry in any and all media now or hereafter known, in any and all languages, in perpetuity, throughout the world, for any purpose, whether commercial in nature or otherwise, including in contexts and circumstances that result in such Entry being associated with a particular Sponsor or Sponsors. Accordingly, each Entrant hereby waives any objection to such use, distribution, reproduction or display of his/her Entry, and any claim for compensation whatsoever in connection therewith. Such waiver shall include any claim for infringement of any so-called "Moral Right," "Droit Moral" or similar right or interest.

DISPUTES AND JURISDICTION: Sponsor reserves the right to make all decisions, in its sole discretion, arising out of or relating to this Sweepstakes, and all decisions by Sponsor are final and binding on all matters relating to this Sweepstakes. Except where prohibited, Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstake, or any Prize awarded, other than the administration of the Sweepstakes or the determination of any Winner, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages, and any and all rights to have damages multiplied or otherwise increased. This Sweepstakes is governed by, and these Official Rules will be construed and interpreted pursuant to the laws of the state of North Carolina without regard to its principles of conflicts of laws. By participating in the Sweepstakes, Entrant agrees that any and all disputes or disagreements arising out of or in connection with the Sweepstakes or these Official Rules shall be settled by the United States federal or state courts of the State of North Carolina and Entrant consents to the sole and exclusive jurisdiction of such courts. In no event will Released Parties be responsible or liable for any damages or losses of any kind including but not limited to incidental, consequential, punitive or other damages. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

SEVERABILITY/HEADINGS: If any provision of these Official Rules is prohibited by or under the laws of any jurisdiction found to be unlawful, void or for any reason unenforceable, then that provision shall be, as to said jurisdiction, deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Rules solely for convenience and reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

The Sponsor and its Agents are not responsible for any (i) incorrect announcements of any kind, (ii) technical hardware or software failures of any kind, including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, (iii) lost or unavailable network connections, or (iv) failed, incomplete, garbled, or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes. The Sponsor assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's email account to receive email messages. Sponsor and its agencies are not responsible for Entries not received due to lost, failed delayed or interrupted connections or miscommunications, or to other electronic malfunctions, delays, or errors of any kind in the transmission or receipt of Entries. Sponsor is not responsible for incorrect or inaccurate Entry information, whether caused by any human or technological error that may occur in the processing of Entries in this Sweepstakes. Any other attempted form of Entry not specified herein is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct, or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration or security of

the Sweepstakes as determined by the Sponsor in its sole discretion. In the event a dispute arises regarding the specific individual entitled to receive a prize, Entry will be declared made by the person assigned to the email address from the selected Entry. In the event the Sweepstakes is terminated, a notice will be posted and all eligible Entries received prior to termination will be included in a random drawing to award the prizes. Proof of submitting entries will not be deemed to be proof of receipt by the Sponsor. All entries become the property of the Sweepstakes Sponsor and will not be returned. The Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

SPONSOR:

REFUEL

547 Long Point Road, Mount Pleasant, SC 29464-8337