

**2020 PILOT FLYING J ROAD WARRIOR CONTEST AND SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE CONTEST AND SWEEPSTAKES ARE VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATORY ORDER.

The 2020 Pilot Flying J Road Warrior Contest and Sweepstakes are sponsored and administered by Pilot Travel Centers LLC *dba* Pilot Flying J (“**Sponsor**”), 5508 Lonas Drive, Knoxville, TN 37909 and are administered by Ritway, Inc., 1463 E. Weisgarber Rd., Knoxville, TN 37909 (“**Administrator**”).

These Official Rules are applicable to all professional truck drivers entering for a chance to win a prize as part of the Contest and/or Sweepstakes (“**Nominee**”), those individuals who may be nominating/entering a Nominee into the Contest (“**Nominator**”) By participating in the Contest and/or Sweepstakes, each entrant, whether a Nominee or Nominator (“**Entrant**”), unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, whose decisions shall be final and legally binding in all respects and not subject to further review in any forum. [The Sponsor’s computer is the official time keeping device for this Sweepstakes.](#)

NOMINEES AND NOMINATORS MUST BE (A) LEGAL RESIDENTS OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA AND (B) 18 YEARS OF AGE OR OLDER. NOMINEES MUST ALSO BE A PROFESSIONAL TRUCK DRIVER AT THE TIME OF NOMINATION (see “Eligibility”).

1. **CONTEST TIMING:** The **2020 Pilot Flying J Road Warrior Contest** (the “**Contest**”) nomination period begins on Monday, June 22, 2020 at 8:00:00 a.m. Eastern Daylight Time (“EDT”) and ends on Monday, July 20, 2020 at 7:59:59 a.m. EDT (the “**Nomination Period**”), for a total of four weeks.

All eligible nominations will be considered by a panel of Judges based on predetermined criteria (see “**Judging**”) to determine the three (3) Finalists. The one (1) Grand Prize Winner and two (2) other finalists will be announced on the Pilot Flying J Road Warrior website and the [Pilot Flying J Facebook page](#) on or before August 15, 2020 at 11:59:59 p.m. EDT. See “**Prizing**” and “**Finalist and Winner Notifications**” for details.

2. **SWEEPSTAKES TIMING:** The **2020 Pilot Flying J Road Warrior Sweepstakes** (the “**Sweepstakes**”) entry period begins on Monday, June 22, 2020 at 8:00:00 a.m. EDT and ends on Monday, July 20, 2020 at 7:59:59 a.m. EDT (the “**Sweepstakes Period**”). The Sweepstakes Period consists of four (4) phases and one (1) continuous entry period. The Phases and Entry Periods are as follows:

Phase	Entry Period	Start Date	End Date	Drawing Date
1	1	6/22/20	at 7/20/20	6/29/20
2		8:00:00	at a.m. 7:59:59	7/6/20
3		EDT	at a.m. EDT	7/13/20

4				7/20/20
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Non-winning entries will carry forward into subsequent Phases during the Sweepstakes Period.

3. **ELIGIBILITY:** All Entrants must be legal residents of the fifty (50) United States or the District of Columbia and eighteen (18) years of age or older. Eligible Entrants can nominate themselves as a Nominee or submit a Contest and/or Sweepstakes entry as a Nominator by nominating another eligible Nominee. All Nominees must be a Professional Truck Driver (i.e. employed or self-employed full time as a commercial truck driver as determined by Sponsor in its sole discretion) at the time of nomination. Social media influencers promoting the Contest or Sweepstakes are not eligible as Nominators or Nominees. By participating in this Contest and/or Sweepstakes, Entrants (including Nominators): (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she has nominated a Professional Truck Driver that meets all the eligibility criteria set forth in these Official Rules; and (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Promotion Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Eligibility Notes: Nominators are responsible for confirming whether the Nominee or his/her employer has any policies or restrictions concerning participation in this Contest and/or Sweepstakes. The awarding of prizes is subject to such policies. If, for any reason, any Nominee is unable to accept a prize, prize will be forfeited and Sponsor will not have any further obligation to such Nominee.

4. **HOW TO ENTER:** Eligible Entrants can enter the Contest and/or Sweepstakes by visiting www.pilotflyingj.com/roadwarrior ("**Microsite**") and following the online instructions. Contest entry page will include the prompt: **Are you a Road Warrior?**

Eligible entries must follow the entry prompt and include all mandatory information to be considered, including:

- a) Agree to the Official Rules;
- b) Include a photo of the Nominee;
- c) Include why Entrant feels the Nominee should be considered for the Contest based on Contest details on Microsite;
- d) Provide valid contact information for both Nominee and Nominator in the form of an e-mail address, physical mailing address, and phone number; *For a Sweepstakes Entry ONLY, must provide the Nominee's Pilot Flying J myRewards® loyalty card account number. (This is not a requirement to enter the Contest, only the Sweepstakes.).*

Once a Contest entry is submitted, it will then be reviewed for compliance and, if approved, it may be available for viewing in the Gallery on the Microsite and will be considered during Judging. All entries will be reviewed by Sponsor prior to being made public on the Microsite.

Partial or incomplete entries WILL NOT BE ACCEPTED AS CONTEST OR SWEEPSTAKES ENTRIES and shall not be eligible for any prize.

CONTEST LIMIT: Five (5) nomination entries per Entrant (submitted for separate Nominees) during the Nomination Period. **SWEEPSTAKES LIMIT:** One (1) entry per person during the Sweepstakes Period; all entries after the first entry will be invalid.

By entering, all Entrants are providing Nominee's and Nominator's information to Sponsor. Any personally identifiable information collected during an entrant's participation in the Contest and/or Sweepstakes will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest and/or Sweepstakes and otherwise as described in Sponsor's privacy policy available at <https://www.pilotflyingj.com/terms-and-conditions/>

Entry Notes: All entries are subject to verification and approval by the Sponsor. Entries that Sponsor decides, in its sole discretion, do not meet the requirements for the photo or nomination registration specified above or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry. All materials submitted become the property of Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Contest and/or Sweepstakes if fraud, misrepresentation, or technical failures impair the integrity of the Contest and/or Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prize based on eligible entries received prior to the cancellation.

If an Entrant opts to access the Contest and/or Sweepstakes via a wireless mobile device, data rates may apply according to the terms and conditions of Entrant's service agreement with his or her wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and Entrants should contact their wireless carriers for more information on messaging rate plans and charges relating to participation in this Contest. Mobile device service may not be available in all areas. Entrants should check their phone's capabilities for specific instructions. Sponsor is not responsible for any charges or lack of functionality of wireless devices.

Once an entry nomination is submitted, Entrant cannot revise such entry in any way. Entries made on another's behalf by commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Contest and Sweepstakes. Tampering or fraud in connection with the entry process or the operation of the Contest and/or Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the Entrant who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants release the Sponsor, Administrator, and Judges; their respective subsidiary and affiliated entities; and all of their respective shareholders, officers, directors, employees, agents, attorneys, successors and assigns from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Contest and/or Sweepstakes and/or his/her receipt or use of the prize awarded in this Contest and/or

Sweepstakes.

Sponsor is not responsible for problems downloading or uploading any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest and/or Sweepstakes.

Prohibited Content:

Photos and registration materials must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any material that:

- a) is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes unlawful or unsafe driving or any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c) is obscene or offensive; endorses any form of hate or hate group;
- d) appears to duplicate any other submission;
- e) defames, misrepresents or contains disparaging remarks about any individual or company;
- f) photo does not contain any personally identifying information, such as personal names or e-mail addresses
- g) communicates messages or images inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate;
- h) infringes the rights of any individual or third party;
- i) violates or suggests violation of any law; and/or
- j) promotes any direct competitor of Sponsor or another brand.

License: By submitting a nomination entry, Entrants grant Sponsor and/or the participating partners of the Contest or Sweepstakes, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the entry materials with or without modifications, in any form or medium whether now existing or later developed.

Entrant's Representations: By submitting a photo, Entrant represents and warrants that the photo and its contents, are Entrant's work product and do not infringe the rights of any third party (including but not limited to copyrights and rights of publicity/privacy) and that Entrant has the right to submit it. ***Each Nominator also represents that he/she has the Nominee's permission to enter him/her into this Contest and/or Sweepstakes and grant all rights associated with Nominee and Nominee's Attributes as set forth herein.*** All photos and content submitted as part of the Entrant's nomination will remain the sole property of the Sponsor. Sponsor reserves the right to leverage any content, photos, or written copy submitted by an Entrant as part of the Contest and/or Sweepstakes in promotion on social media, websites, press materials or in any earned media or public relations efforts.

5. **CONTEST JUDGING:**

All eligible nominations for the contest will be considered by a panel of Judges comprised of Sponsor personnel based on the following weighted criteria to determine the three (3) Finalists:

- 50% Impact of Nominee with respect to the theme of the Contest
- 25% Quality of nomination
- 25% Ability to emotionally move the Judge

In the event of any ties, the tied entries will be re-judged by the Sponsor under the same criteria. Sponsor reserves the right to determine the Grand Prize, Second Place, and Third Place contest winners at its sole discretion.

6. **SWEEPSTAKES RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 2, one hundred (100) prize winners will be selected in a random drawing by the Administrator from all entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

7. **PRIZE, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

Contest Prizes: Only the prizes listed below will be awarded to the Finalists in this Contest.

(a) One (1) Grand Prize: \$10,000 payable to the winning Nominee (“**Grand Prize Winner**”). If Grand Prize Winner fails to collect the prize in the time designated by Sponsor, Sponsor reserves the right to withhold the grand prize and award the grand prize to the Second Place Winner. This will be the sole discretion of the Sponsor.

- **One (1) Second Place Prize:** \$5,000 payable to the winning Nominee
- **One (1) Third Place Prize:** \$2,500 payable to the winning Nominee

(b) Three (3) Nominator Prizes: \$500 payable to the nominator of the Grand Prize Winner, \$500 payable to the nominator of the Second Place Winner, and \$500 payable to the nominator of the Third Place Winner. In the event more than one Nominator nominates a Winner, Sponsor shall award only one Nominator Prize with respect to such Winner, and such Nominator Prize will be awarded to the Nominator whose entry was received first, as determined by Sponsor in its sole discretion. The Nominator may elect, in his or her sole discretion, to direct Sponsor to donate the \$500 to a 501(c)(3) charitable organization of his or her choice. Upon notification, Sponsor will pay the \$500 to the selected charity on Nominator’s behalf.

Sweepstakes Prizes: Only the prizes listed below will be awarded in the Sweepstakes.

(a) Four hundred (400) Weekly Prizes: There will be four hundred (400) total winners (i.e., 100 weekly winner per Phase) awarded in this Sweepstakes, which will be provided by Sponsor. Each winner will be awarded 5,000 myRewards loyalty points (approximately \$50 retail value). myRewards loyalty points are subject to all terms and conditions set forth by Sponsor on its website and may be redeemed accordingly.

ARV: The total approximate retail value (“ARV”) of all Contest and Sweepstakes prizes is \$39,000. No more than six (6) prizes will be awarded in the Contest, and no more than four hundred (400) prizes will be awarded in the Sweepstakes.

Odds of Winning: Odds of winning a prize depends upon the total number of eligible entries received during the Nomination Period and during the Sweepstakes Period.

Prize Notes:

- Prize is provided on an “as is” basis, without any warranty of any kind. Prize is non-transferable.
- In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.
- Prize winner is responsible for any and all applicable federal, state, and local taxes, if any, and any other unspecified expenses associated with acceptance or use of the Prize. The three (3) Contest prize winners will receive a 1099 for the value of the prize amount.
- No substitution, exchange, or transfer of a Prize is permitted, except by Sponsor, who reserves the right to substitute the prize of equal or greater value in case of unavailability of a Prize or force majeure. Any portion of the prize not accepted by a winner will be forfeited. Sponsor shall not be held responsible for any delays in awarding the prize for any reason. If the Prize or the Prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond within the applicable time period, it will result in forfeiture of the Prize, and the prize may not be re-awarded. Prize will be awarded only if the prize winner fully complies with these Official Rules.
- Nominators do not receive any prize, with exception to the nominator of the Grand Prize Winner, nominator of the Second Place Winner, and nominator of the Third Place Winner. Nominators may receive a Nominee prize, as well as multiple Nominator prizes.

8. **CONTEST FINALIST AND WINNER NOTIFICATIONS:**

Potential winner is subject to verification of eligibility and compliance with these Official Rules. The three (3) potential finalists will be notified on or around Wednesday, July 29, 2020. Conduct of the Contest is under the supervision of the Sponsor. Potential Finalists will be notified via email, phone, or mail based on the information supplied during the entry process. Finalists will be required to execute an Affidavit of Eligibility, a Liability Release, W-9 request for tax payer identification, and (where legal) a Publicity Release (collectively, “**Prize Claim Documents**”). Potential Finalists may also be required to provide evidence of eligibility. Potential Finalists will be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify a potential Finalist based on the results of such background check if Sponsor determines in its sole discretion that awarding the prize to such potential winner might reflect negatively on the Sponsor. If a Finalist does not respond to notification or refuses or fails to sign and return all Prize Claim Documents within three (3) days of prize notification, the potential Finalist may be disqualified and another potential Finalist will be chosen by Sponsor. Further, if the potential Finalist is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or the winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If the prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor’s sole and absolute discretion, selected from the remaining pool of eligible entries received during the Nomination Period, time permitting.

The Grand Prize Winner and additional Finalists will be announced publicly on the Pilot Flying J Road Warrior website and the Pilot Flying J Facebook page on or before August 15, 2020 at 11:59:59 p.m. Sponsor expressly reserves the right to delay the announcement of the Grand Prize Winner for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Grand Prize Winner in the event that any potential Finalist fails to comply with these Official Rules or fails to execute the documentation within the timeframe specified. The Grand Prize Winner (except where prohibited by law) agrees to be available on a mutually agreeable date for one (1) service day, not to exceed (4) hours.

The service day will include, onsite appearance at a mutually-agreeable Pilot or Flying J Travel Center, media interviews, photographing, recording (including, without limitation ADR and b-roll, behind the scenes footage or otherwise), and/or re-recording scripts for any of the materials set forth herein. The prize will only be awarded to a verified Finalist.

If for some reason Sponsor is forced to disqualify the Grand Prize Winner, the original Second Place Winner will receive the grand prize, the original Third Place Winner will receive the second place prize, and a new replacement third place will be chosen. Similarly, if the original second place is disqualified, the original third place will receive the second place prize, and a new replacement third place will be chosen. If the original third place is disqualified, a new replacement will be chosen from the list of Finalists.

9. **SWEEPSTAKES WINNER NOTIFICATION:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified by email or phone call at the email address or phone number provided at entry and must respond within seventy-two (72) hours from the time of the first attempted notification or the prize may be forfeited in its entirety and/or awarded to an alternate winner, at the Sponsor's sole and absolute discretion. The winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited), and any other requested documents (the "Documents") within seventy-two (72) hours from the time of the first attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and signed documents within the stated time period may result in forfeiture of winner's right to claim the prize, and may result in the prize being awarded to an alternate winner, if time permits. Upon verification of eligibility, the prize will be automatically loaded to the winner's myRewards® loyalty account at the time of winner verification. If the potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or the winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If the prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. Prize is not transferable and include only the items specifically listed as part of the prize. No substitution or cash equivalent of the prize is permitted except at the sole discretion of the Sponsor. If the prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize or portion thereof with another prize of equal or greater value. Any portion the prize not accepted by winner will be forfeited. Federal, state, and local taxes on the prize and any expenses relating to the acceptance of and use of the prize not specified herein are the responsibility of the winner and will be deducted from the applicable pay period. Approximate retail values are as of the time these Official Rules were printed and the value of the prize may fluctuate. The winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Sponsor shall not be held responsible for any delays in awarding the prize for any reason. The prize will only be awarded to a verified winner.
10. **PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS:** Submission of an entry constitutes Entrant's permission for the Promotion Entities to use Entrant's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation

or authorization, except where prohibited by law, and releases the Promotion Entities and Released Parties (as defined below) from all claims arising out of the use of such Attributes.

Submission of an entry grants Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, license, sublicense, adapt and/or modify such entry in any way, in any and all media, without limitation and without any compensation to the Entrant in perpetuity. Submission of an entry further constitutes the Entrant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in the entry, including, without limitation, all copyrights.

Acceptance of a prize constitutes permission for Sponsor and its designees to use the prize winner's Attributes for purposes of advertising, promotional and other purposes in any and all media now or hereafter known throughout the world for a period of two (2) years from the conclusion of the Contest and/or Sweepstakes, without further compensation, notification, or permission unless prohibited by law.

11. **DISQUALIFICATION:** Sponsor reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Contest or Sweepstakes, to be acting in violation of these Official Rules (including, but not limited to confidentiality restrictions) or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest or Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
12. **CONFIDENTIALITY:** The three (3) Finalists or Nominators for the Contest may not make any public announcement (including, but not limited to, social media posts) concerning the awarding of any prize in the Contest prior to the Sponsor's public announcement of Finalists. Similarly, the Grand Prize Winner, Second Place Winner, and Third Place Winner may not make any public announcement (including, but not limited to, social media posts) concerning the awarding of any prize in the Contest prior to the Sponsor's public announcement on the Pilot Flying J Road Warrior website or the Pilot Flying J Facebook page by August 15, 2020. Failure to follow this requirement may, in Sponsor's sole discretion, result in disqualification.
13. **LIMITATION OF LIABILITY:** Neither Sponsor, Judges, the Promotion Entities nor any of their respective parent, subsidiary or affiliated entities or any of their respective shareholders, officers, officers, directors, employees, agents, attorneys, successors and assigns (the "**Released Parties**") shall be held responsible for, and Entrants hereby release the Released Parties from any claims arising from or in any way relating to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Contest and/or Sweepstakes; (iv) electronic or human error which may occur in the administration of the Contest and/or Sweepstakes or the processing of entries; (v) any injury or damage to persons or property, including but not limited to entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest and/or Sweepstakes (vi) use of any prize and (vii) the judging process including the outcome of the Contest and/or Sweepstakes.

By participating in the Contest and/or Sweepstakes, all Nominees, Nominators, and Winners agree to indemnify, defend and hold harmless Released Parties from any and all damages, claims, and liability (including attorney's fees and costs) arising out of or relating in any way to Entrants and Winner's participation in Contest and/or Sweepstakes and acceptance or use of any Prize and to release all rights to bring any claim, action or proceeding against Released Parties. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or damage of any kind, or any other harm suffered directly or indirectly arising from or in connection with Entrant's participation in and/or entry into the Contest and/or Sweepstakes or acceptance or use of any Prize or, including but not limited to, traveling to, preparing for and/or participating in any Contest and/or Sweepstakes Prize-related activity and for any claims based on publicity rights, defamation, invasion of privacy, or Prize delivery.

14. **DISQUALIFICATION/FORCE MAJEURE:** In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the prize or continuing with the Contest and/or Sweepstakes as contemplated herein by any event beyond its control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS, COVID-19), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, extend or terminate the Contest and/or Sweepstakes. If the Contest and/or Sweepstakes is terminated before the designated end date, Sponsor will (if possible) judge all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such judging shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.
15. **GOVERNING LAW/WAIVER OF JURY TRIAL:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and the Promotion Entities in connection with the Contest and/or Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States, the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). Entrants hereby waive all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs, and participant further waives all rights to have damages multiplied or increased.
16. **FINALISTS:** To obtain the name of all three (3) finalists, visit the Pilot Flying J Road Warrior website. To obtain the name of all four hundred (400) Sweepstakes winners, send a self-addressed stamped envelope to: **Pilot Flying J Road Warrior Sweepstakes Winner - Winners List Request**, c/o Ritway, Inc., P.O. Box 52822, Knoxville, TN 37950. All such requests regarding the Sweepstakes must be received by October 1, 2020
17. All Nominees, Entrants and other participants acknowledge that this Contest and Sweepstakes are not endorsed or sponsored by any company or organization other than Sponsor.

[End of Terms]