

**INTERNAL USE ONLY**

**US Sweepstakes & Fulfillment Company  
Summer Road Trip Sweepstakes – Official Rules  
Promotion runs from 06/14/22 to 08/22/22**

**FINAL – 06/13/22**

**THE SUMMER ROAD TRIP SWEEPSTAKES  
OFFICIAL RULES**

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

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIODS:** The Summer Road Trip Sweepstakes (the “Sweepstakes”) begins at 12:00:01 AM Eastern Time (“ET”) on Tuesday, June 14, 2022 and ends at 11:59:59 PM ET on Monday, August 22, 2022 (the “Sweepstakes Period”). Within the Sweepstakes Period, there are five (5) Entry Periods (each, an “Entry Period”) and five (5) corresponding Random Drawings (each, a “Drawing”) as defined in the “Entry Periods & Drawings Schedule” below. Entries must be received during an Entry Period to be eligible for that Entry Period’s drawing and prize. Non-winning entries for an Entry Period will not roll over to subsequent Entry Periods’ drawing. Sponsor’s computer is the official timekeeping device for this Sweepstakes.

<b>ENTRY PERIODS &amp; DRAWINGS SCHEDULE</b>				
<b>Entry Period #</b>	<b>Entry Period Start</b>	<b>Entry Period End</b>	<b>Post Dates</b>	<b>Random Drawing Date</b>
<b>1</b>	06/14/22	06/26/22	06/14/22 and 06/21/22	06/27/22
<b>2</b>	06/28/22	07/10/22	06/28/22 and 07/05/22	07/11/22
<b>3</b>	07/12/22	07/24/22	07/12/22 and 07/19/22	07/25/22
<b>4</b>	07/26/22	08/07/22	07/26/22 and 08/02/22	08/08/22

5	08/09/22	08/21/22	08/09/22 and 08/16/22	08/22/22
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**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States (excluding Colorado, Maryland, Nebraska and North Dakota) and the District of Columbia, age 21 or older at the time of entry. Void in Colorado, Maryland, Nebraska, North Dakota, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees, shareholders, officers, directors and agents of Service King (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), The Infinite Agency, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**ENTRY:** During an Entry Period, participants may enter by logging in to his/her public Instagram account, following @service\_king on Instagram, locate the post from @service\_king on Instagram with a prompt requesting a response to a question or statement to enter that Entry Period's drawing (each, a "Post") and posting a comment to the Post with a response in the Post to receive one (1) entry into the corresponding Entry Period's drawing (the "Entry"). By posting a comment, participant indicates his/her agreement to these Official Rules. Entrant's Instagram settings must be public. Entries uploaded from "private" Instagram accounts will not be eligible. Entrants must follow and continue to follow @service\_king through at least September 23, 2022 in order to be notified in the event he/she is a potential winner. By submitting an Entry, entrants agree to [Instagram's Terms of Use](#). **This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Meta Platforms, Inc.**

**IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN SWEEPSTAKES. INSTAGRAM IS FREE TO DOWNLOAD AND AVAILABLE FOR IPHONE FROM THE APPLE APPLICATION STORE AND FOR ANDROID FROM THE GOOGLE PLAY STORE.**

Your comment or post need not include any reference, positive or negative, to Sponsor's products or services. Instagram stories and Instagram posts where the response is included in a comment rather than the caption of the original post will not be deemed entries.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy which can be found here: <https://www.serviceking.com/privacy-policy>.

**Limit: One (1) Entry per person per Post for a maximum of two (2) Entries per Entry Period.** All Entries become the property of the Sponsor and will not be acknowledged or returned.

**SWEEPSTAKES ENTRY REQUIREMENTS & CONDITIONS:** All Entries must comply with the following minimum guidelines to be eligible:

- The Entrant should be the primary subject of the Entry. No other individuals may appear in the Entry without express written permission. If Entry features a minor under the age of majority in his/her state of residence, you must obtain written permission from the minor's legal guardian.
- Entrant must be a registered user of Instagram and must comply with Instagram's Terms of Use to submit an Entry.
- Entries must conform to the format and size requirements and limitations of Instagram.
- Entry cannot contain content that is irrelevant to the purpose of the Sweepstakes, as determined in the sole discretion of Sponsor.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- No duplicate Entries or substantially similar Entries, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo/Video taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo/Video from the photographer/videographer.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote 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 reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram wish to associate, as determined in the sole discretion of Sponsor.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.

Except where prohibited by law, by submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, 2-year, non-exclusive worldwide license to use his/her Entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

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 owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from a third party if any photo/video was photographed/recorded by someone other than the entrant him/herself; and (c) entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Grand Prizes:** There are five (5) Grand Prizes available to be won, one (1) for each Entry Period. Each Grand Prize consists of one (1) \$500 prepaid card. The ARV of the Grand Prize: \$500 each.

**The total ARV of all prizes available to be won: \$2,500.**

Odds of winning will depend upon the total number of eligible entries received for each drawing.

**RANDOM DRAWINGS:** Potential winners will be selected in a series of random drawings from among all eligible entries received within the corresponding Entry Period on or about the corresponding Random Drawing Date indicated in the Entry Periods & Drawings Schedule in the “Sweepstakes Entry Periods” section of these Official Rules. All drawings will be conducted by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION:** Potential prize winners will be notified by Sponsor via direct message and/or post comment to his/her public Instagram account (the “Notification”) on or about the corresponding Drawing Date for that prize. To begin the prize claim process, a potential winner must respond as instructed to the Notification with his/her full name, home address and email address within 48 hours of the Notification. Any potential prize winner who does not reply to the Notification with the required information and within the specified time period will be disqualified and an alternate winner will be notified. If the potential winner does not reply to the Notification with the required information and within the specified time period, he/she will be disqualified and an alternate potential winner may be selected in a separate random drawing.

If a Notification is returned as undeliverable, or if the selected prize winner fails to claim the prize or if 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 will be selected.

Prizes will be awarded within forty-five (45) days of winner being verified.

**PRIZE CONDITIONS:** Prizes are not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value

at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry 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.

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.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that 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 each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of Sweepstakes Administrator and the Sponsor, and release the Sponsor, Administrator, The Infinite Agency, Instagram, Meta Platforms, Inc. and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (collectively, "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. 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.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the Instagram account from which the entry is submitted. Authorized Account Holder means the natural person to whom Instagram account is registered. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the Instagram account associated with the entry. Entry materials/data 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, 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 at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, 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 Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, 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.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Dallas County, TX and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Richardson, TX. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Richardson, TX. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.serviceking.com/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <http://www.serviceking.com/roadtripgiveaway> or send a self-addressed, stamped envelope by August 16, 2022, to: **The Summer Road Trip Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after August 16, 2022), send a stamped, self-addressed envelope (no later than September 13, 2022), to: **The Summer Road Trip Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** Service King, 808 S. Central Expressway, Richardson, TX 75080.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

**Void outside the US, in Colorado, Maryland, Nebraska, North Dakota, Puerto Rico, Guam, the U.S. Virgin Islands, and wherever else prohibited by law.**

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