



**ROCKSTAR & BASHAS OFF ROAD SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. OPEN TO LEGAL RESIDENTS OF AZ. VOID OUTSIDE OF AZ AND WHERE RESTRICTED OR PROHIBITED.

- PROMOTION PERIOD:** The “Rockstar & Bashas Off Road Sweepstakes” (the “Promotion” or “Sweepstakes”) will commence at 12:00:01 PM Pacific Time (“PT”) on September 18, 2017 (“Start Date”) and ends at 11:59:59 AM PT on October 13, 2017 (“End Date”; and Start Date and End Date collectively, the “Promotion Period”). Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
- SPONSOR/PROMOTIONAL PARTNER.** The Promotion is sponsored by Rockstar, Inc. (“Sponsor”) and Bashas. (“Promotional Partner”).
- ELIGIBILITY.** The Promotion is open to legal residents of Arizona (“Eligibility Area”) who are 18 years of age or older as of the Start Date of the Promotion. Directors, officers, employees, agents and representatives of Sponsor, Sponsor’s franchisees, and Promotional Partner, and each of their respective parent, sister, affiliates, subsidiaries, advertising and promotional agencies, and all other corporations, partnerships, sole proprietorships or other legal entities or individuals associated with the development, administration, or fulfillment of this Promotion (collectively, the “Promotion Entities”), and the immediate families of such persons (defined as spouse, child, sibling, parent or grandparent or so-called “step” or “half” variations of any of the preceding individuals, regardless of where they live), and those living in their same households, whether or not related, or a winner of any other of Sponsor’s official Sweepstakes during 180 days prior to the start date of the above-referenced Sweepstakes are ineligible to enter, win or collect prizes in the Promotion. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, and local laws, regulations, and ordinances.
- HOW TO PARTICIPATE.** NO PURCHASE NECESSARY. There are two (2) ways to enter into the promotion:

Text Messaging: To enter through the text messaging method Entrant must text the code “**BASHAS**” to **69979** using a two-way text messaging capable device. Once Entrant has completed the foregoing, he/she will have earned one (1) entry (an “Entry”) into the Promotion.

Entrants who use text messaging to enter will be charged according to their carriers' standard messaging and data rates and entrants should contact their carriers for pricing details. Check your owners' manual for specific text messaging instructions. Text messaging may not be available through all wireless carriers. Standard text messaging rates and Internet data rates may apply and Promotion Entities are not responsible for any fees incurred by participating in

this Promotion. All text messages must be received by 11:59:59 AM PT on October 13, 2017 to be entered for the Grand Prize. Text message not available in all areas or on all carriers.

Text “**STOP!**” to **69979** to stop. Text “**HELP!**” to **69979** for help.

Website Entry: To enter via the website, visit one of the following website: www.rockstarenergy.com/company/sweeps (“Websites”). When on the website, find “Rockstar & Bashas Off Road Sweepstakes” and follow the onscreen instructions for completing all required entry fields. Once you have completed the entry form, and have agreed to these Official Rules, click “submit” to be entered into the Sweepstakes (“Website Entry”).

Promotion Entities will not acknowledge or confirm receipt of any Entries, regardless of entry method used. Promotion Entities are not responsible for Internet provider or cellular carrier or cell tower glitches or outages that result in the non-receipt of any participants’ entry attempts. Promotion Entities are not responsible for Entries that are garbled, corrupted, or otherwise unascertainable or incomprehensible. All Entries must be submitted by 11:59:59 AM PT on October 13, 2017 to be entered for the Grand Prize. Any Entries or entry attempts received after the End Date will be destroyed.

Limit one (1) Entry per Entrant, per method of entry, as described above, throughout the Promotion Period. Only one (1) individual cellular telephone number per Entrant may be used in connection with this Promotion. Any person who attempts to participate by using multiple cellular telephone numbers, multiple identities, or by using any device or artifice to participate in violation of the terms stated in these official Rules, may be disqualified by Sponsor in its sole discretion. Any use of robotic, repetitive, automatic, programmed or similar participation methods or agents will void such participation in the Promotion. In the event of a dispute over who is an Entrant or who an Alternate Entry corresponds to, the authorized subscriber of the e-mail account used to Enter the Promotion as of the actual time that such information was received by Sponsor, will be deemed to be the Entrant. The “authorized account subscriber” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute over who is an Entrant or who an Entry submitted through the Text Message method corresponds to, the authorized cellular telephone service account linked to the cellular telephone number used to Enter the Promotion as of the actual time that such information was received by Sponsor, will be deemed to be the Entrant. The “authorized cellular telephone account” is defined as the natural person who is assigned a cellular telephone number by a cellular telephone service provider that is responsible for assigning cellular telephone numbers for the cellular telephone network associated with the cellular phone number used to Enter the Promotion.

Promotion Entities may require an Entrant to show proof of being the authorized account holder or the authorized cellular telephone account holder. Entrants may be required to indicate their acceptance to the Official Rules where indicated at the time of registration; *provided, however*, that any Entrant’s participation in the Promotion constitutes, and is deemed, such Entrant’s full and unconditional agreement to the Official Rules and any and all decisions of Promotion Entities, which are final and binding in all respects. All Entrants agree to waive any right to claim ambiguity in the Promotion and/or these Official Rules.

5. WINNER SELECTION AND NOTIFICATION.

Winner Selection: There will be a total of one (1) Grand Prize Winner and one (1) Second Prize Winner (each, a "Prize Winner") in the Promotion determined by a series of random drawings (each, a "Random Drawings") from among all eligible Entries received by the Grand Prize Entry Period to be conducted on or about October 13, 2017, or as soon thereafter as reasonably practicable.

All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible Entries received during the Promotion Period.

Winner Notification: Sponsor will attempt to notify potential Prize Winner of his/her winning status via the cellular telephone number, and/or e-mail address provided in connection with the Prize Winner's Entry within a week of the Random Drawing, at Sponsor's discretion. Potential Winner must respond within seventy-two (72) hours of notification attempt. Failure to respond to notification within the stated time will result in forfeiture of the Prize. Awarding of any prize is subject to verification of potential Winner's eligibility and full compliance with these Official Rules. Except where prohibited, the selected potential Winner may be required to complete and return to Sponsor or its designated agent an Affidavit of Eligibility and a Liability/Publicity Release Form ("Affidavit and Release") within three (3) days of receiving the Affidavit and Release. Failure to return the signed Affidavit and Release within three (3) days following the date of delivery thereof may result in forfeiture of the Prize. If a potential Winner cannot be contacted as specified above, or if he/she fails to return the signed Affidavit of Eligibility by the deadline specified above, **or if a potential winner is deemed ineligible for any other reason in Sponsor's sole discretion, the potential winner will be disqualified and an alternate winner may, at Sponsor's sole discretion, be randomly selected in his/her place from among all remaining eligible Entries.** Up to one (1) alternate winner drawing may be conducted for each un-awarded Prize, after which the Prize will remain un-awarded.

6. PRIZES.

One (1) Grand Prize Winner will receive:

One (1) Grand Prize Winner will receive a Turn Key VIP Experience including four (4) Event Tickets, a meet and greet with the RS teams, a Rockstar gear Package and a year supply of Rockstar (12 cases). Approximate retail value ("ARV") of one (1) Grand Prize: \$500.00.

One (1) Second Prize Winner will receive:

One (1) Rockstar RC Truck. ARV of (1) Second Prize: \$299.99

Total ARV of all Prizes to be awarded in this Promotion: \$799.99.

In the event the Grand Prize Winner and/or his or her travel companions engage in behavior that, as determined by Sweepstakes Entities in their sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor

reserves the right to terminate the Trip, the Event, or other applicable experience early, in whole or in part, and send the Grand Prize Winner and/or his or her travel companion home or remove Grand Prize Winner and/or his or her travel companion from any portion of the Trip or the Event, with no further compensation.

Trip must be taken between October 21-22, 2017 or such other date as designated solely by Sponsor (the "Trip Dates") or prize will be forfeited and not be awarded. All expenses not specifically mentioned herein are not included and are solely the Grand Prize Winners' responsibility, including but not limited to: round trip transportation between the Grand Prize Winners' residence and any Airport of Origin, activities and ground transportation not expressly included in the Trip, alcoholic beverages, excess luggage fees, gratuities, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs, spa services, telephone calls and some additional taxes which are not expressly included in the Trip. Any difference between the stated retail value and actual value will not be awarded. There is no retail value associated with the Event portion of the prize. Winners and Guests will be required to execute and return a Release of Liability prior to participation. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. Sponsor is not responsible for any postponements or cancellations associated with any prize element, including but not limited to the Event. A prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. If Grand Prize Winners and Guests cannot comply with these restrictions or any other portion of these Official Rules, the Grand Prize will be forfeited in its entirety and an alternate winner will be chosen. If a Grand Prize Winner and Guest cannot travel on the dates specified by Sponsor, the prize will be forfeited in its entirety and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. The Grand Prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents. If a Grand Prize Winner or Guest is a minor in the state/province of his/her residence, he/she must travel with a parent or legal guardian and attend the Event with a parent or legal guardian. Guest (or, guest's parent/legal guardian if Guest is deemed a minor in the state/province of his/her residence) must execute and return a liability/publicity release prior to issuance of travel documents.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value for any reason. If Grand Prize Winner elects to partake in any or all portions of the Grand Prize without a Guest, the Grand Prize will be awarded to Grand Prize Winner and any remainder of the Grand Prize will be forfeited and shall not be subject to further or alternative compensation. The Event is subject to cancellation and nothing herein shall be construed to require the Sweepstakes Entities or any of them to hold the Event. If Event is cancelled, the remaining element of the Grand Prize shall be awarded and shall constitute full satisfaction of Sponsor's Grand Prize obligation to Grand Prize Winner and no additional compensation shall be awarded.

Sponsor, at its sole discretion, also reserves the right to substitute cash or prizes of equal or greater monetary value. Unclaimed prizes will not be awarded. Allow 8-10 weeks for delivery of Second Prize.

All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of a Prize is solely the responsibility of the Prize Winners, who will receive an IRS Form 1099 reflecting the Prize value.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT

Any registered trademarks are used for purposes of prize description only and such use is not intended to suggest or imply the sponsorship, endorsement, or the approval this Sweepstakes.

- 7. PRIZE LIMITATIONS AND TRAVEL RESTRICTIONS:** Grand Prize ARV may vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares, if applicable. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility. Guest may be required to complete a travel companion release form at sponsor discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, certificates or prizes.

Sponsor are not responsible if the Grand Prize, or any part thereof, cannot be awarded due to travel cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsors' sole control, and shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto). The Promotional Entities shall not be responsible for any loss or damage to baggage.

- 8. GENERAL TERMS AND LIMITATIONS OF LIABILITY AND RELEASES:** All Entries related to this Promotion become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor and/or Administrator. All such Entries are subject to verification. By entering or otherwise participating in the Promotion and/or accepting any Prize, each Entrant hereby fully and unconditionally agrees to be bound by these Official Rules and the decisions of Promotion Entities, or their respective designated agent, which are final and legally binding in all respects,

and agrees to waive any right to claim any ambiguity in these Official Rules. Sponsor reserves the right to modify or revise these Official Rules at any time and for any reason. The Entrant also agrees to assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to or from Sponsor or Administrator, and further agrees that all prizes are awarded upon the condition that the Promotion Entities or any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Released Parties") shall have no liability whatsoever and shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of any Prize, or participation in this Promotion or participation in any Promotion-related activities and further acknowledges that said Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize awarded in connection with the Promotion.

Sponsor reserves the right, in its sole discretion, without prior notice or obligation and at any time, to cancel, terminate or suspend this Promotion, or any portion thereof, should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, integrity, security, fairness or proper conduct of the Promotion, or for any other reason, at their sole discretion. In such event, Sponsor, at its discretion, may select winners from the eligible, non-suspect, eligible Entries fulfilling the applicable eligibility requirements prior to the event requiring such termination, cancellation or suspension. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors, including in the Official Rules. The Released Parties are not responsible for hardware, software or telephone failures of any kind, traffic congestion on the Internet, on the Website or any other website, in any cellular telephone lines, networks, or towers, or any combination thereof, lost network connections, incomplete, garbled or delayed computer or text message transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Promotion, or by technical or human error which may occur and/or which may damage Promotion Entities' ability to receive or store Promotion data, or which may damage a participant's system in connection with the selected method of entry, or which may otherwise limit any participant's ability to participate and/or redeem Prizes in the Promotion. In the event that any participant's entry attempt is not successfully received by Promotion Entities, that participant's sole remedy shall be to attempt to enter the Promotion once again during the Promotion Period. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the Promotion, violates these Official Rules, or otherwise engages in fraudulent or offensive conduct with respect to this Promotion. **Caution: Any attempt to deliberately damage any website or undermine the legitimate operation or administration of the Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.**

By accepting a Prize, all Winners agree that Sponsor may use any and all such Winners' name, city and/or state/territory of residence, statements, likeness, voice, photograph and/or biographical information, without limitation, for promotional purposes relating to the Promotion, in any media or format, whether now known or hereafter developed, including but not limited to the Internet, worldwide, in perpetuity, without further consideration or payment, where permitted by law. PRIZES ARE AWARDED "AS IS," "WHERE IS," WITH NO WARRANTY OR

GUARANTEE EXPRESS OR IMPLIED. Prizes are nonassignable, nonsubstitutable, and nontransferable. Sponsor, at its sole discretion, reserves the right to substitute cash or prizes of equal or greater monetary value. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor the awarded Prize(s), or the cash value thereof. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. Should any provision of the Official Rules be deemed unenforceable or invalid, the other provisions of the Official Rules shall remain in full force and effect. In the event that this Promotion is challenged by any legal or regulatory authority (including but not limited to any federal or state governmental authority), Sponsor reserves the right to discontinue or modify the Promotion, as applicable, or to disqualify any participant residing in any affected geographic areas, as applicable. In such event, Sponsor shall have no liability to any participants who are disqualified due to such an action.

9. **DISPUTE RESOLUTION:** Except where prohibited, participants agree that: all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant(s), Sponsor, Administrator, and their respective agents shall be governed by and construed exclusively in accordance with the laws of the State of California without giving effect to any principles of conflicts of law of any jurisdiction. Participants agree that any action at law or in equity arising out of or relating to this Promotion, or awarding of the Prizes, shall be filed only in the state or federal courts located in the State of California and the participants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Promotion, the participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for, and hereby waives, all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
10. **PRIVACY:** Promotion Entities and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion solely for the purposes of administering the Promotion and fulfilling prizes, and by entering this Promotion you consent to the collection, use, disclosure and management of your personal information for said purposes. All personal information that Entrants submit will be subject to Sponsor's privacy policy. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control. For a copy of Sponsor's complete online privacy policy please visit <http://rockstarenergy.com/company/privacy>. Information collected by Sponsor in connection with this promotion will be maintained on servers located in the United States.
11. **WINNER NAMES AND OFFICIAL RULES:** For the names of the Winners and/or a copy of these Official Rules, send an email request to SWEEPSTAKES@ROCKSTARENERGY.COM with the

subject line "Rockstar & Bashas Off Road Sweepstakes". All requests for a copy of the Official Rules and the names of winners must be made by November 13, 2017. Please note in the subject line of your correspondence whether you are requesting "Official Rules" or the names of "Prize Winners."

12. **SPONSOR:** Rockstar, Inc., 101 Convention Center Dr., Suite 777, Las Vegas, NV 89109.

Any and all registered names or trademarks used in this Promotion are for identification purposes only. All trademarks and registered trademarks are the property of their respective owners, and their use does not signify such owners' approval or endorsement of, or connection with, Sponsor or this Promotion.