# 2021 Western-Shamrock Corporation Rodeo Ticket Giveaway – Official Rules

# NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**Messaging and Data rates may apply.** Check your wireless service provider if you have any questions about your service plan.

- <u>Eligibility</u>: The <u>2021 Western-Shamrock Corporation Rodeo Ticket Giveaway</u> (the "Giveaway") is open only to individual legal residents of Texas who are eighteen (18) years old or older as of the date of submission of the entry ("Participants"). Employees of Western-Shamrock Corporation, its divisions, subsidiaries, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway. Void where prohibited by law.
- <u>Agreement to Rules</u>: By participating, you agree to be fully unconditionally bound by the <u>2021 Western-Shamrock Corporation Rodeo Ticket Giveaway</u> Official Rules (the "Rules"), and you represent and warrant that you meet the eligibility requirements set forth herein. The Giveaway is subject to all applicable federal, state, and local laws. Void where prohibited by law.
- 3. How to Enter: The Giveaway consists of one (1) entry pool at each of the six (6) participating locations and from which one (1) drawing will occur at each location (the "Drawing") for one (1) prize package, as described in further detail in the section titled "Prizes". Participants will be entered to win by completing the online entry form. You may also enter the Giveaway by submitting your name, address, phone number, and email address (if applicable) on an entry form located at all participating Western-Shamrock Corporation division locations. You may enter the Giveaway (i) by completing the online entry form; (ii) by submitting your entry form (if applicable) to any participating Western-Shamrock Corporation division location, or (iii) by mailing your entry form or submitting your name, address, phone number, and email address on an index card or similar paper to: Western-Shamrock Corporation, Attn: Marketing Department, 801 S. Abe, San Angelo, TX 76903. The Sponsor is not responsible for incomplete, lost, illegible, late, or misdirected entries. The Sponsor is not responsible for printing or typographical errors in any Giveaway-related materials. The Sponsor, in its sole discretion, reserves the right to suspend, cancel, or modify the Giveaway without notice or liability if the integrity of the Giveaway is compromised in any manner as determined by the Sponsor, or if the Giveaway is not capable of being conducted as intended by the Sponsor. In such event, the Sponsor will randomly select winner(s) (each a "Winner") from among all eligible non-suspect entries received prior to such action. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway, or to be acting in violation of these Rules. Any attempt by a Participant to deliberately damage or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws.
- 4. <u>Limits</u>: You may submit only one (1) entry per Participant. In the event more than the permitted number of entries is submitted into the Giveaway, all excess entries will be disqualified and will not be included.
- 5. Prizes: One (1) Winner at each participating location will receive the following prize package: One (1) family 4 -pack of tickets to the San Angelo Stock Show and Rodeo. Sponsor reserves the right to substitute any stated prize with another prize of equal or greater value. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winners is permitted. Odds of winning a prize depend on the number of eligible entries received. All prizes will be awarded if the number of eligible entries received for the Giveaway is equal to or greater than the number of prizes available. One (1) Winner at each of the six (6) participating locations will receive the following prize package: One (1) family 4 -pack of tickets to the San Angelo Stock Show and Rodeo. Sponsor reserves the right to substitute any stated prize with another prize of equal or greater value. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the

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- 6. <u>Giveaway Period</u>: To be eligible to enter the drawing for the Prize, entries must be received beginning April 1st 2021 and ending April 13<sup>th</sup> 2021 at 11:59 PM CDT or postmarked by August 13, 2021.
- 7. Winner Selection and Notification: Winners will be selected in a Drawing under the supervision of Sponsor on or about April 13<sup>th</sup> 2021. Winners will be notified by Sponsor via an SMS text message to the number, or an email to the address, as applicable, listed on their entry form within two (2) days following the Drawing. The Sponsor shall have no liability for a Winner's failure to receive notices due to Winner's spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the selected Winner cannot be contacted, is ineligible, or fails to claim the prize within two (2) days from the time award notification was sent, the prize may be forfeited, and an alternate potential Winner selected. Potential Winners may be required to complete an Affidavit of Eligibility, Liability Release, Winner's Agreement and/or a Publicity Release, except where prohibited. If required, all documents must be returned within two (2) business days of their receipt, and if a Winner fails to return the documents within the specified timeframe, the Winner will be disgualified, and an alternate potential Winner will be randomly selected, if feasible. The receipt by Winner of the prize offered in this Giveaway is conditioned upon compliance with the terms of use regarding the prize, as determined by the Sponsor in its sole discretion, and any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. <u>Release of Liability</u>: All Participants release Sponsor, their respective affiliates, subsidiaries, officers, directors, agents, employees, and all others associated with the development and execution of this Giveaway (collectively, the "Released Parties"), from any and all liability with respect to, or in any way arising from, or in connection with participation in this Giveaway and/or the acceptance, possession or use of any prize that may be awarded to them, including, but not limited to, liability for personal, bodily injury, death, damages or loss of any kind. By accepting a prize, Winner acknowledges and agrees that, to the extent allowed by law, Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including without limitation, its quality, mechanical condition or fitness for a particular purpose. Participants agree that all causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action. Participants waive all rights to claim punitive, incidental, or consequential damages, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Participants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in Tom Green County, Texas.
- 9. <u>Privacy Policy</u>: Information submitted with an entry is subject to the Privacy Policy stated on the sponsor'website. To read the Privacy Policy, please visit https://westernshamrock.com/privacy-policy
- <u>Winners List</u>: To obtain a copy of the Winner's name or a copy of these Rules, mail your request along with a stamped, self-addressed envelope to: Western-Shamrock Corporation, Attn: Marketing Department, 801 S. Abe, San Angelo, TX 76903. Written requests for Rules must be received no later than April 17, 2021. Winner's name, Rules, and other documentation related to the Giveaway will be kept on file by Sponsor as required by applicable law.

11. <u>Sponsor</u>: The Sponsor of the Giveaway is Western Shamrock Corporation and may be contacted by mail at 801 S. Abe, San Angelo, TX 76903.

## **Privacy Policy**

At Western-Shamrock Corporation, we appreciate that the privacy of your personal information is important to you and are committed to safeguarding the privacy of your information. Here are the measures we take to safeguard and protect your privacy:

# Non-Public Information We Collect

As part of our work required to enroll you in the Giveaway, we must collect certain non-public information from you. In particular, we collect the following kinds of information such as your name, address, phone number, and email address, if applicable.

## **Information Security**

In order to protect and safeguard your personal information that is not in the public domain, we maintain physical, electronic, and procedural security measures that comply with applicable legal and regulatory standards. We restrict access to this private information to our employees who are trained in the proper handling of client information and have a legitimate business need to access that information.

## **Information We Disclose**

We may provide access to your information to affiliated and non-affiliated third parties only as permitted by law or upon your express authorization to process the transactions which you have engaged us to perform or provide such disclosures. If you have given us written consent at the time of submission, we may solicit you for other products or services which we may offer.