

SHEETZ RUN: ONLY UP! CHALLENGE
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 13 OR OVER AS OF DATE OF GAME PLAY. Subject to all applicable federal, state and local laws.

1. **Challenge Period:** Sheetz Run: Only Up! Challenge (the “**Challenge**”) begins at 12:00 a.m. Eastern Time (“**ET**”) on January 24, 2025 and ends 11:59 p.m. ET on February 23, 2025 (the “**Challenge Period**”).
2. **Eligibility:** Open to legal residents of the 50 United States or D.C., who are 13 years of age or older as of date of Game Play, defined below (“**Participant**”). Any Participant who is under the legal age of majority in their state/jurisdiction of residence (a “**Minor**”) must have the consent and permission of their parent or legal guardian to participate. Employees, officers, or directors of Sheetz (the “**Sponsor**”), Umi Games, a Company of Whalar, affiliate companies, and designated advertising and promotion agencies involved with this Challenge, including but not limited to, each of their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (all such individuals and entities collectively referred to herein as the “**Promotion Entities**”), and their immediate family members (defined as parents, siblings, spouses and children; whether biological, adopted, step or in-law, and their respective spouses, regardless where they reside) and/or those living in the same household (whether related or not) of each are not eligible to participate or win. All applicable federal, state and local laws and regulations apply.

IMPORTANT NOTE TO MINORS: The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis to contact a Minor’s parent/legal guardian for the purposes of verifying their: (i) agreement to be legally bound by these Official Rules on the Minor’s behalf; (ii) consent to the Minor’s participation in this Challenge; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information. Failure of a Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the time frame specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the Minor.

3. **Sponsor:** The Sponsor is Sheetz Inc., 5700 Sixth Avenue, Altoona, PA 16602.
4. **How to Play and Submit Game Play and Winner Determination:** During the Challenge Period, download the Fortnite game (if you do not already have it) on your gaming/web-enabled mobile device and then play the Fortnite game “Sheetz Run: Only Up!” for this Challenge. The objective is to attempt to achieve one (1) of the fastest times in the game (“**Game Time**”) in order to win a prize. After you have finished your game and you feel it is your fastest time, visit the Umi Games Discord server at <https://discord.gg/umigamesstudios> and follow the directions to register for the Challenge and provide your Game Time (“**Game Play**”). If you do not have a Discord account, you must create one for free, then download the free Discord app to your mobile/gaming device. The twenty-five (25) Participants with the fastest Game Times (based on verification and validation) will win a prize in the order described in Section 6 below, based on their Game Time. If there is a tie from among the fastest Game Times for a single prize, the Participant who submits their Game Play first will be deemed the potential Prize winner subject to verification and validation of the times the Game Plays are

submitted. Winner determination/validation will be made/conducted by Sponsor and decisions are final on all matters relating to the winner determination. Participants may play the game and enter the Challenge as often as they wish. All Game Plays must be submitted by 11:59 p.m. ET on February 23, 2025. You agree that Epic Games, Inc. reserves the right to bar any person from playing or otherwise participating. Epic Games, Inc. determines, in its sole discretion, that such person has engaged in any activity or practice that constitutes toxic behavior or any other violation of the Fortnite Event License Terms. If Epic Games, Inc. has barred a person from their events because of toxic behavior or any other violation of their Terms, that Participant will be disqualified from this Challenge.

All Game Plays must be complete and legible to be eligible to win. All Game Plays become the property of Sponsor and will not be returned or acknowledged, and Sponsor will not verify receipt of Game Plays. All Participants (and their parent/legal guardian on their behalf, if the Participant is a Minor) agree that, subject to applicable law, Sponsor and Sponsor's agents, affiliates or service providers may use Participants' personal information submitted with Game Plays and/or play pursuant to the Sponsor's privacy policy (See Section 10) and for purposes of prize fulfillment. No information regarding Game Plays, other than as otherwise set forth in these Official Rules, will be disclosed. Any attempt by any Participant to participate by using multiple/different email addresses, accounts, identities and registrations or any other methods will void all Game Plays and that Participant may be disqualified from participation in the Challenge. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet and/or telephone and data access and usage charges imposed by your online service may apply.

Incomplete, corrupted, or untimely Game Plays are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected Game Plays; lost, interrupted, incorrect input of a Participant's time or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of Participant, the authorized account holder of the email address used for Game Play (and associated with Participant's Discord account) will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Participants are not permitted to share the same email address for their Game Plays. Game Plays specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. All Game Plays will be verified and validated.

- 5. Winner Notification and Verification:** All potential winners will be initially notified by direct message to their Discord account and via email at the email address provided during Game Play within forty-eight (48) hours of notification attempt or prize will be forfeited and an alternate winner will be determined. Potential winners must follow the instructions outlined in the direct message for coordination of time/date where winner will be logged into their Discord account at the same time as the Sponsor so that they can verify the Game Time while both are on the Discord account. . If you are a Minor, your parent or legal guardian must be with you during verification process while you are logged on at the same time as the Sponsor. In order to verify the Game Time's accuracy, the potential winner must be logged into their Discord account at the same time the Sponsor is logged in. All

winners are subject to verification of eligibility. Game Plays/Times are subject to verification and validation at the sole discretion of Sponsor/Epic Games, Inc. In no event will Sponsor be obligated to award more than the stated number of prizes. Once Game Time is verified, potential First through Fifth Place Prize winners (or parent/legal guardian if a potential Prize winner is a Minor) will be sent via email link, a Declaration of Eligibility, Liability & Publicity Release (where legal) and Assignment of Rights (collectively, "**Declaration**") and will be required to complete, and sign the Declaration via email link within three (3) business days of being notified in order to claim their prize. In the event a potential winner is deemed a Minor, the Declaration must also be signed by such potential winner's parent/legal guardian on their behalf. If a potential winner (or parent/guardian if potential winner is a Minor) fails to return the completed Declaration within three (3) business days, Declaration is returned as undeliverable or Participant/s Game Play is deemed fraudulent, Participant shall be deemed to be ineligible, such prize will be forfeited and the next highest scoring Participant will be determined a potential winner. Once Game Time is verified, Sixth Place through Twenty-Fifth Place Prize winners' prizes will be emailed their prizes within four (4) to six (6) weeks after verification is complete to the email address provided during Game Play. Return of any prizes or prize notifications as undeliverable, or declining a prize for any reason, will result in disqualification and forfeiture of prize. If any potential winner is unable to be verified via Discord (as explained above), fails to return the required Declaration within the required time period, or any prize notification is returned undeliverable, or in the event that any potential winner is disqualified for any reason, Sponsor will award such prize to an alternate winner with the next highest validated Game Time. Prizes will be awarded provided a sufficient number of eligible Game Plays are received.

All potential winners are subject to verification by Sponsor and Epic Games, Inc, whose decisions are final and binding in all matters related to the Challenge. A Participant is not a winner of any prize unless and until Participant's eligibility and Game Play has been verified and Participant has been notified that verification is complete.

6. Prizes:

One (1) First Place Prize: Winner will receive \$10,000, awarded in the form of a check.

One (1) Second Place Prize: Winner will receive \$5,000, awarded in the form of a check.

One (1) Third Place Prize: Winner will receive \$3,000, awarded in the form of a check.

One (1) Fourth Place Prize: Winner will receive \$2,000, awarded in the form of a check.

One (1) Fifth Place Prize: Winner will receive \$1,000, awarded in the form of a check.

Sixth through Tenth Place Prizes: Each winner will receive \$500, awarded in the form of a check.

Eleventh through Twenty-Fifth Place Prizes: Each winner will receive \$100 in V-Bucks.

Limit one (1) Prize per person/email address/household.

Prize Restrictions: V-Bucks terms and conditions apply. Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion if any advertised prize becomes unavailable. Winners are

responsible for any loss of prize or portion of prize after it has been delivered. Sponsor will not replace any lost or stolen prizes. For prizes valued at \$600 or more, a 1099 tax statement will be filed with the IRS for the actual total value of the prize for the winner (or parent/legal guardian if Participant is a Minor). The winner (or parent/legal guardian if winner is a Minor) will receive a 1099 form in the mail for the actual retail value of the prize, to be processed in the year in which they receive the prize. All federal, state, and local taxes as well as all costs and expenses associated with prize acceptance and use not specific herein as being provided are the winners' responsibility.

7. **General Rules:** As a condition of participation into the Challenge, all Participants/winners agree to release and hold harmless Released Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with Game Play, verification or otherwise participating in any aspect of the Challenge, awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners and all Participants (or their parent/legal guardians if a potential Prize winner/Participant is a Minor), as a condition of participation into the Challenge, agree to release and hold harmless Sponsor, Epic Games, Inc., Discord and Google, and each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Challenge (collectively the "**Released Parties**") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with Game Play, verification or otherwise participating in any aspect of the Challenge, the receipt, ownership or use or misuse of any prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners (or parent/legal guardian if a potential Prize winner is a Minor) assumes all liability for any injury or damage caused, or claimed to be caused by participation in the Challenge, verification or use or redemption of a prize. Acceptance of a prize constitutes permission to use prize winners' name, likeness, and Game Play/Time for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By participating, Participant (or parent/legal guardian for Minor Participant) accepts and agrees to be bound by these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Game Play process or the operation of the Challenge; violates the Official Rules or any Challenge Terms; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person, the game/Challenge or Participant. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Challenge which may limit the ability to participate, or by any human error which may occur in the processing of the Game Plays/Times in the Challenge. Game Plays/Times generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the game or Challenge if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will determine the winners from eligible Game Plays received prior to cancellation as outlined above if the Challenge is able to be complete and there are eligible Game Plays received prior to cancellation. As a condition of participating in the Challenge, Participant (or parent/legal guardian if Participant is a Minor) agrees that: 1) under no circumstance will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Challenge, or

prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will Participant be entitled to receive attorneys' fees or other legal costs. BY PARTICIPATING IN THIS CHALLENGE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS EPIC GAMES, INC., ITS LICENSORS, ITS AND THEIR AFFILIATES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, AND OTHER REPRESENTATIVES FROM ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, LIABILITIES, AND EXPENSES RELATED TO THE CHALLENGE.

8. **DISPUTES:** Participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Challenge, or any prize awarded to a winner shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of Pennsylvania; Participants submit to sole and exclusive personal jurisdiction to said courts in the State of Pennsylvania for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (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 Challenge but in no event attorneys' fees; and (c) under no circumstances will Participants be permitted to obtain awards for and Participants hereby waive 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. PARTICIPANT HEREBY AGREES THAT PARTICIPANT WILL NOT BRING A CLASS ACTION OR PARTICIPATE IN A CLASS ACTION AGAINST SPONSOR AND/OR THE PROMOTION ENTITIES WITH RESPECT TO ANY PROMOTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants in connection with this Challenge shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Pennsylvania, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.
9. **Data Collection:** Any personal information and/or personal data transferred by and/or between the Participant and Sponsor and/or Promotion Entities will be subject to each applicable party's privacy policy, which can be found at the applicable parties' website. Without limiting the foregoing, Sponsor collects personal information from Participants when they during Game Play for the Challenge for use in administration of the Challenge. The information collected is subject to the Sponsor's privacy policy located at <https://www.sheetz.com/privacy-policy-notice>. By participating in the Challenge, Participants (and their parent/legal guardian on the Participant's behalf if the Participant is a Minor) hereby agree to Sponsor's and/or Promotion Entities' collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
10. **Winners List:** For the list of the Prize winners, available for ninety (90) days after March 15, 2025, send an email to: sheetzrunwinners@gmail.com with Sheetz Run: Only Up! Challenge 10-2917-02 as the subject line. Winners List will be sent after all winners have been confirmed.

THIS CHALLENGE IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR OTHERWISE ASSOCIATED WITH, EPIC GAMES, INC., DISCORD OR GOOGLE. THE INFORMATION THAT PARTICIPANTS PROVIDE IN CONNECTION WITH THIS CHALLENGE IS BEING PROVIDED TO SPONSOR AND NOT TO EPIC GAMES, INC, DISCORD OR GOOGLE.