

**Social Media Twins Game Ticket Giveaway  
Sweepstakes Terms and Conditions**

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

**Eligibility:** Except as otherwise set forth in this paragraph, the contest is open to legal residents of Minnesota, Wisconsin and South Dakota who are at least 18 years of age. Employees or officers of Sponsor, Sponsor's affiliates and Sponsor's franchisees, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**Sponsor:** The contest is sponsored by Northern Tier Retail LLC d/b/a SuperAmerica ("Sponsor"), 576 Bielenberg Drive, Suite 200, Woodbury, MN 55125.

**Agreement to Terms and Conditions:** By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor are final and binding.

**How to Enter:** Participants may enter during the Entry Period as outlined below:

- 1) Publicly post on Facebook (and do not remove during the Entry Period) a comment on SuperAmerica's contest announcement post on the official SuperAmerica® Facebook page ([www.facebook.com/mysuperamerica](http://www.facebook.com/mysuperamerica)).

Such a post made during the Entry Period constitutes one (1) entry by the participant, with a maximum of one (1) entry per person during the Entry Period.

All entries (i) must be the original and sole creation of the participant, and the participant must own all right, title and interest to the eligible entry including but not limited to the copyright ; (ii) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is defamatory, slanderous or libelous; (iii) may not violate any law, rule or regulation; (iv) may not contain any virus, bugs, or other malware; (v) may not contain inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group and (vi) must comply with all of the guidelines, policies and rules of the social media on which such entry is made. Noncompliance is determined by Sponsor in its sole discretion, and any non-complying entry will subject the participant to disqualification in Sponsor's sole discretion. Any person found to be using multiple social media accounts to enter the contest will be declared ineligible to win. In the event of a dispute as to the identity of a participant, the authorized account holder of the social media account will be deemed to be the participant. "Authorized account holder" of a social media account is the natural person in whose name the social media account has been issued. A selected winner may be asked to provide Sponsor with proof that the selected winner is the authorized account holder of the social media account associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible. Use of automated devices is not valid for entry.

Minnesota Twins, LLC is not in any way involved in the offering of this contest.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for marketing and/or sales promotional purposes without any attribution, identification, right of review or compensation. Entries submitted without complete identifying information, or submitted inaccurately, will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

**Entry Period:** The contest begins on June 4, 2018, at 12:00 a.m. and ends on June 6, 2018, at 11:59 p.m. Central time. Entries received before or after the Entry Period are void.

**Selection of Winner:** Two (2) Prize Winner will be selected by random drawing on or about June 7, 2018, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received in the Entry Period.

**Notification of Potential Prize Winners:** Each Prize Winner will be notified by social media, email or telephone via the contact information provided to Sponsor that he or she has won the Prize. If any Prize Winner does not acknowledge acceptance of a Prize within **three (3) days** after being notified that he or she is the Prize Winner and follow the instructions provided within such notification, or fails to claim the Prize at the time and date directed by Sponsor, another Prize Winner will be chosen from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for the Prize. In the event no Prize Winner or alternate prize winner successfully claims a Prize, the Prize will be forfeited. The Prize shall be delivered to and claimed by the Prize Winner at the Sponsor's address noted above between the hours of 8:00 a.m. and 5:00 p.m. CT or at a place or time determined by the Sponsor in its sole discretion. No participant may be awarded more than one Prize for the Entry Period.

**Requirements of Prize Winner:** Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of the Prize. If any Prize Winner fails to sign and return the requested documents to

Sponsor, or fails to provide a photograph, if requested, that Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for a Prize. In the event no Prize Winner or alternate prize winner successfully claims a Prize, the Prize will be forfeited.

**Prizes:** Two (2) Prize Winner will receive two (2) Twins Home game tickets at Target Field, Minneapolis, Minnesota. The date of this game and seat location will be determined by Sponsor, in its sole discretion. Sponsor's selection of ticket class and type are final. Standard terms and conditions apply, including no refunds or substitutions in the event the game is postponed or rescheduled, or the venue is closed. Sponsor will not replace lost, mutilated, or stolen prizes. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. The estimated retail value of the Prize is \$50.00.

All travel and any hotel accommodations, as well as meals and incidental expenses that the Prize Winner incurs as a consequence of or in connection with acceptance of the Prize, are the sole responsibility of the Prize Winner and are not part of the Prize. Prize Winner assumes all risks associated with the use of any tickets awarded as Prizes.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. For all tickets awarded as prizes, such tickets are not for re-sale. All decisions concerning the award of Prizes shall be final and within Sponsor's sole discretion.

**RELEASE AND PUBLICITY:** ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS, TOGETHER WITH MINNESOTA TWINS, LLC (COLLECTIVELY "RELEASEES"), FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE AND BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

**DISPUTES:** EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN ST. PAUL, MINNESOTA; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS

INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT 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. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF MINNESOTA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MINNESOTA.

**Contest Results and Terms and Conditions:** To obtain the identity of the Prize Winners and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Northern Tier Retail LLC d/b/a SuperAmerica, ATTN: Marketing, 576 Bielenberg Drive, Suite 200, Woodbury, MN 55125.