

TA Operating LLC

“TA Driver Appreciation Swipestakes” Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The TA Operating LLC “TA Driver Appreciation Swipestakes” (the “Sweepstakes”) is open to natural persons who are legal residents of the United States, who reside in one of the fifty (50) United States or Washington, D.C., who are 21 years of age or older and are active registered members of the UltraONE[®] Driver Rewards Club Program (the “Program”) at the time of entry (the “Participant” or “you”). Program registration and membership are free. To apply for a membership, or to verify your account is active or to activate an inactive UltraONE Card, call the UltraONE[®] Customer Service line at 1-800-632-9240, or apply at a kiosk at any TravelCenters of America[®], Petro Stopping Centers[®] or TA Express location, or at the TA[®] Truck Service Centers[®], or on-line at www.ultraonerewards.com. Employees, directors and officers of TA Operating LLC (the “Sponsor”), its affiliates, subsidiaries and advertising/promotion agencies, Robust Promotions LLC (the “Administrator”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse and “step” of each) and household members (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) of each are not eligible to enter the Sweepstakes. The Sweepstakes is void where prohibited by law. The Sweepstakes is subject to applicable federal, state and local laws and regulations. Void where prohibited.

By participating, you agree to these Official Rules and all decisions of Sponsor and its agencies, which are final and binding in all respects and not subject to appeal.

2. SWEEPSTAKES PERIOD. The Sweepstakes starts on September 1, 2020 at 12:00 a.m. Eastern Time (“ET”) and ends on September 30, 2020 at 11:59 p.m. ET (the “Sweepstakes Period”).

3. HOW IT WORKS. Use or scan your UltraONE Card (by swiping your card or entering the phone number associated with your UltraONE Card) at participating TravelCenters of America, Petro Stopping Center or TA Express locations. The use of any device to automate the entry process is prohibited and will lead to disqualification.

Limit one (1) entry per UltraONE Card account holder per day regardless of how many times the UltraONE Card is used or scanned. A maximum of thirty (30) entries per UltraONE Card account is available during the Sweepstakes Period. For purposes of these Official Rules, a “day” is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.

In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the UltraONE Card used for participation, as long as such person is otherwise eligible in accordance with these Official Rules. Use of programmed, robotic or like means to enter is prohibited. Sponsor, Administrator, and their agencies are not responsible for entries that are lost, late, illegible/garbled, corrupted, misdirected, stolen, incomplete or mutilated and all such entries are void. Sponsor, Administrator, and their agencies are also not responsible for (a) any incomplete, incorrect or inaccurate information, whether caused by tampering, hacking, equipment malfunction/failure or other cause; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission of entries, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or (c) any problems or technical malfunctions, disruptions or failures of any kind, including telephone network or lines, computer on-line-systems, servers or providers, or software or programming.

Sponsor will select the Prize Winners at the TravelCenters of America office in Westlake, OH, on or about October 9, 2020, in a random drawing from among all eligible entries received during the Sweepstakes Period. Potential Winners will be notified using the information listed in their UltraONE account. Each person may only win one prize in this Sweepstakes.

4. PRIZES.

One (1) Grand Prize: One (1) verified winner will receive One million, five hundred thousand (1,500,000) UltraONE Loyalty Points, which will be loaded to their UltraONE account. Approximate Retail Value (ARV): \$15,000. Any difference in value will not be awarded. UltraONE Loyalty Points expire two years from their issuance unless the account is not used for six months then the points will be removed for inactivity.

One (1) Second Prize: One (1) verified winner will select from their choice of a 2020 Indian Scout Bobber motorcycle (ARV \$10,999) or Men's 31mm Datejust Rolex watch (ARV \$10,400) or Ladie's A Jubilee 28 mm Rolex watch (ARV \$11,500). Winner will select their prize as part of the winner verification process. If the winner selects the motorcycle, the winner will be responsible for fees and costs related to tag, title, license, and any state or local taxes associated with acquisition of a vehicle, in addition to taxes related to winning a prize. Winner is responsible for shipment/delivery of the motorcycle to their residence from Sponsor's location. Color variations and/or options for the motorcycle or watch are at the sole discretion of the Sponsor. Any difference in value will not be awarded.

One (1) Third Prize: One (1) verified winner will receive round trip airfare for two (2) to any destination in the continental United States, up to a total of \$1,500.00, and a \$500 Visa gift card (Total ARV: \$2,000). Terms and conditions of the Visa gift card will apply. Airfare will be provided in the form of a gift card. Terms and conditions of such gift card will apply. Airfare must be redeemed and used by December 31, 2021. Any difference in value will not be awarded.

Seventy (70) Fourth Prizes: Seventy (70) verified winners will each receive fifty thousand (50,000) UltraONE Loyalty Points, which will be loaded to their UltraONE account. Approximate Retail Value (ARV): \$500. Any difference in value will not be awarded. UltraONE Loyalty Points will expire two years from date of issuance or if account is inactive for 6 months. do not expire so long as the UltraONE account remains active.

For all prizes there is no cash value and prizes are non-transferable.
Total ARV of all prizes available is \$\$63,500.

5. PRIZE CONDITIONS: The Sponsor reserves the right in its sole discretion to substitute any Prize, or component of a Prize, with another prize of equal or greater value in the event that the Prize (or any component thereof) is not available. Prize Winner(s) will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned as indicated in the written notification, or the prize may be forfeited, and an alternate winner selected. Prize Winners will also be required to complete an IRS Form W9 and disclose their social security number for the purpose of issuance of an IRS Form 1099-Misc for tax purposes. Each winner(s) is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. By accepting a Prize, the Winner grants permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website(s) and social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner's list. Limit one Prize per individual during any calendar year period across all Sponsor's promotions.

Winner must remain an active registered member of the UltraONE® Driver Rewards Club Program for any Prize to be loaded onto the Winner's UltraONE account. No Prize will be loaded onto an inactive UltraONE account. An UltraONE account will become inactive if the UltraONE account has not been used or scanned at least once during any six (6) month period.

Sponsor (or Sponsor's authorized agent) will distribute all Prizes to all verified winners within thirty (30) of completion of the verification process.

6. RELEASES. By participating, you indemnify, release and agree to hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, franchises, agencies, and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against any liability for any injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes and the acceptance, possession, misuse or use of any prize (including any travel related thereto), or Sweepstakes-related activities.

7. GENERAL CONDITIONS: As a condition of entry, you agree that you have not been required to purchase any kind of product or service whatsoever in order to participate in and/or enter the Sweepstakes. By participating, you agree to these Official Rules and the decisions of Sponsor, which are final and binding. By participating, you agree to release, discharge and hold Sponsor, the Administrator, and their respective parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and each of their respective employees, officers, directors, shareholders and agents (collectively, the "Released Parties") harmless from any liability, claims, losses and damages related to the acceptance, use, misuse or possession of a prize, a portion of a prize, or participation in this Sweepstakes. Released Parties are not responsible for lost, late, stolen, damaged, inaccurate, incomplete, illegible, mutilated, counterfeit or postage-due prize claims, or for data corruption, theft, destruction, loss or otherwise. Released Parties are not responsible for any other errors or problems of any kind, whether printing, seeding, typographical, technical, human or otherwise, relating to or in connection with this Sweepstakes, including, without limitation, errors, malfunctions or problems which may occur in connection with the administration of the Sweepstakes, the announcement of the prizes, the processing of Sweepstakes entries, or Prize claims.

By participating in the Sweepstakes and accepting a prize, winners grant Sponsor and its designees the right to the use of their names, addresses, voices, and statements relating to the Sweepstakes or Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or the Released Parties in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law. You are not a prize winner until your eligibility has been verified, and it is determined that you have complied with all terms of these Official Rules.

Sponsor reserves the right, at its sole discretion, to modify or terminate this Sweepstakes (or any portion thereof), should any technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Sponsor reserves the right, at its sole discretion, to disqualify any Participant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if their fraud or misconduct affects the integrity of the Sweepstakes or they are otherwise in violation of these Official Rules, as determined by Sponsor in its sole discretion. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

Sponsor, Administrator, and their agencies are not responsible for any typographical or other error in the printing of the Sweepstakes materials, administration of the Sweepstake, or in the

announcement of the Prize winners. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, commotion, civil disobedience, terrorist act (or threat of terrorist act), war, martial law, governmental order, pandemic, or any other causes which Sponsor, in its sole opinion deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes and proceed with the Sweepstakes and make prizes available to be won in a manner deemed by Sponsor in its sole discretion, to be fair, appropriate and consistent with the spirit of these Official Rules. Notice of such action by Sponsor will be posted at all participating Sponsor retail locations.

Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the release(s) provided in these Official Rules are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

8. JURISDICTION: By participating, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Ohio, without giving effect to any choice of law or conflict of law rules. By participating, you consent to the jurisdiction and venue of the federal, state and local courts located in, or nearest to, Westlake, Ohio. Any failure to enforce any term, condition or provision of these Official Rules shall not constitute a waiver of such term, condition or provision.

9. DISPUTE RESOLUTION: BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GAME, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT 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 EVERY PARTICIPANT.

10. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

11. WINNERS LIST REQUEST: For a list of the prize winners, send a self-addressed, stamped envelope, for receipt by November 15, 2020 to: Robust Promotions LLC, Attn: "Customer Appreciation Full Service Difference" Winners List, 164 S. Myrtle Avenue, Suite 1, Villa Park, IL 60181. If you are chosen as a winner, your information may be included in a publicly available winners list.

This Sweepstakes is sponsored by TA Operating LLC, 24601 Center Ridge Road, Westlake, OH 44145-5639.

© 2020 TA Operating LLC. All Rights Reserved.

This offer shall not be published without permission of the Sponsor.