

## The Ultimate Time Fleetguard® Sweepstakes

[“Take The Ultimate Time Fleetguard Sweepstakes Survey – No Purchase Necessary”](#)

Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**PROMOTION PERIOD:** The Ultimate Time Fleetguard Sweepstakes (the “Promotion”) begins on August 1, 2019 at 12:01 AM Eastern Time (“ET”) and ends September 30, 2019 at 11:59:59 PM ET (the “Promotion Period”). The Promotion consists of a gift with purchase promotion wherein eligible participants will receive a set of flip flops (“Gift”) with the purchase of an Ultimate PM Service including Fleetguard oil and fuel filters (“Ultimate with Fleetguard”) at participating TA Truck Service® sites located in the United States during the Promotion Period while supplies last. Gift will be awarded at the time of purchase during the Promotion Period or until all Gifts are awarded, whichever occurs first. Void where prohibited, restricted or taxes. Limit of one (1) Gift per person during the Promotion Period.

In addition, eligible purchasers of an Ultimate with Fleetguard will automatically receive one (1) entry during the Promotion Period into a random draw sweepstakes (the “Sweepstakes”) for a chance to win one (1) of sixty-one (61) Samsung Galaxy Smartwatches (“Prize”). No purchase necessary. See below for details on how to enter without making a purchase. The Sweepstakes will consist of two (2) random drawings: (i) thirty-one (31) Prizes will be awarded in a random drawing scheduled to take place on or about Thursday, September 5, 2019 from all eligible entries received from August 1, 2019 through August 31, 2019 at 11:59:59 PM ET (“Drawing 1”); and (ii) thirty (30) Prizes will be awarded in a random drawing scheduled to take place on or about Friday, October 4, 2019 from all eligible entries received from August 1, 2019 through September 30, 2019 at 11:59:59 PM ET (“Drawing 2” and collectively, with Drawing 1, the “Drawings”). For purposes of the Promotion, Sponsor’s computer shall be the official clock. Limit of one (1) entry per person during the Promotion Period regardless of method of entry.

**ELIGIBILITY:** The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who are active registered members of the UltraONE® Driver Rewards Club Program (the “Program”). Automatic entry based on qualified purchase of the Ultimate with Fleetguard is available only for active registered members of the Program. Program registration and membership are free. To apply for a membership, to verify your account is active or to activate an inactive UltraONE Card, call the UltraONE Customer Service line at 1-800-632-9240, apply at a kiosk at any TravelCenters of America®, Petro Stopping Centers® or TA Express® location, at the TA Truck Service Centers, or online at [www.ultraonerewards.com](http://www.ultraonerewards.com). The Promotion is void where prohibited by law.

Employees, directors and officers of TA Operating LLC (the “Sponsor”), Robust Promotions LLC, and their affiliates, subsidiaries and advertising/promotion agencies (collectively, the “Promotion Entities”) and the immediate families (spouse, parent, child, sibling, grandparent, and spouse and “step” of each) and members of the same household of each such person are not eligible to enter or win.

**HOW TO ENTER:** There are two (2) ways to enter the Promotion:

**A. Automatically with a Qualifying Purchase:** Subject to the entry limits set forth above, Program members (“Members”) will automatically receive one (1) entry with a qualified purchase of the Ultimate with Fleetguard during the Promotion Period where an UltraONE Card is swiped at the time of purchase (a “Qualifying Purchase”).

Please note that an entry will not be awarded for purchase made without swiping the UltraONE Card. The individual whose name appears on the UltraONE account associated with the UltraONE card that is swiped at the time of the Qualifying Purchase will be deemed the entrant as long as such person is otherwise eligible in accordance with these Official Rules.

Purchases made with UltraONE cards which are stolen, fraudulent, tampered with, or otherwise altered are not eligible for entry. Members may only receive an automatic entry for a valid Qualifying Purchase that they personally make and pay for.

**B. NO PURCHASE NECESSARY:** To receive one (1) entry into the Sweepstakes without making a Qualifying Purchase, during the Promotion Period, visit <https://www.ta-petro.com/assets/ce/Documents/UltimateTimeRules.pdf> and click on the “Take an Ultimate Time Sweepstakes Survey” link located at the top of the page, enter your 16-digit UltraONE Club account number and answer a brief survey with questions about how you heard about this Promotion.

**Limit one (1) entry per Member during the Promotion Period regardless of method of entry.**

**RANDOM SWEEPSTAKES SELECTION AND NOTIFICATION:**

On or about Thursday, September 5, 2019 Drawing 1 will be conducted and on or about Friday, October 4, 2019 Drawing 2 will be conducted. The potential winners from the drawings will be contacted via email with a claim code and instructions on how to claim the prize through the Promotion prize portal. Potential winners will click on the URL link to the Promotion prize portal and will enter the claim code provided in the email. The potential winner will enter their claim code, name, address and shipping information and if the claim code, last name and zip code match they will be a winner. In the event a Prize is not claimed the Sponsor will attempt to contact the Prize winners via telephone, Monday-Friday between 9:00 AM CT and 6:00 PM CT, beginning on or about 14 days from the date of the applicable Drawing. If the Sponsor is unable to speak directly with the potential Prize winner after 7 attempts within a 7-day period or Sponsor is unable to contact the potential Prize winner due to an invalid, incorrect or bogus phone number, the entry will be rendered null and void and, at the Sponsor’s sole discretion, the Prize may be awarded to an alternate winner. If any potential winner is found to be ineligible, declines to accept the Prize, or in the event that a Prize confirmation or Prize is returned undeliverable, the Prize will be forfeited and, at the Sponsor’s sole discretion, Prize may be awarded to an alternate winner. Potential winner may be required to furnish proof of identification.

The odds of winning a Prize depends on the total number of eligible entries received.

**PRIZE AND APPROXIMATE RETAIL VALUE (ARV):**

Prize	Prizes	ARV (Each)
Samsung Galaxy Smartwatch	61	\$369.99

Total ARV:		\$22,569.39
------------	--	-------------

Prize winners will be solely responsible for any applicable federal, state and local taxes in connection with the acceptance and use of the Prize. No prize substitution or cash redemption of Prize, except at Sponsor's sole discretion. The ARV of the Prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the Prize is awarded or redeemed. If the actual purchase price of the Prize is less than the ARV stated herein, the Prize winner will NOT be entitled to a check, cash or other form of payment for the difference.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize/offer furnished by third parties in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES/OFFERS 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.

Prizes are non-transferable, non-exchangeable, non-redeemable for cash, and must be accepted as awarded. No substitutions of any kind will be made on any Prize, except at the sole discretion of Sponsor who reserves the right to substitute a Prize of comparable or greater value.

**GENERAL TERMS:** By entering the Promotion and accepting the Prize, winner grants Sponsor and its designees the right to the use of his/her name, address, voice, and statements relating to the Promotion or Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or the Promotion Entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Promotion Entities shall not be held responsible for any delays in awarding the Prize for any reason outside of their control. Prizes will only be awarded to verified winners. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By participating in the Promotion, entrants fully and unconditionally agree to be bound by these official rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Promotion. As a condition of entering, entrants agree (a) to release the Promotion Entities from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of the Prize, (b) under no circumstances will entrants be permitted to obtain awards for, and entrants waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; and (c) all causes of action arising out of or connected with this Promotion, or any Prize awarded, shall be resolved individually, without resort to any form of class action. In no event will the Sponsor be liable for more than the sixty-one (61) Prizes stated above. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding the Prize(s) or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify,

suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the Prize winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

**Any attempt by an entrant or other individual to deliberately damage or undermine the legitimate operation of this Promotion, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any prize(s) won.**

In the event of any conflict between any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to point of sale, television, and print advertising, Promotion packaging, and other Promotion media), the details of the Promotion as set forth in these Official Rules and the decisions of the Sponsor shall prevail.

Sponsor and its agents are not responsible for broadcasting, telephone system, interactive voice recording, electronic equipment, computer, software or other system errors, system failures or technical difficulties. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and his/her Promotion entry/entries, manual or electronic) who Sponsor determines to be in violation of these Official Rules.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Ohio without regard to Ohio conflicts of law principles. All entrants consent to the jurisdiction and venue of the federal, state and local courts for Westlake, Ohio.

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.

**WINNERS LIST REQUEST:** For the names of the Prize winners, send a self-addressed, stamped envelope, for receipt by 10/31/19 to: Robust Promotions LLC, Attn: "Ultimate Time Fleetguard Sweepstakes" Winners List, 164 S. Myrtle Ave., Suite 1, Villa Park, IL 60181.

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