



FILL UP TO GRILL UP

S W E E P S T A K E S

OFFICIAL SWEEPSTAKES RULES

1. Purchase REQUIRED for entry. Multiple purchases will increase your chances of winning. These rules govern all aspects of participation and prize award.
2. Prize(s): One (1) entrant will be randomly selected to win:
Prestige® 500 RSIB, Propane Gas Grill with Infrared Rear & Side Burners, Stainless Steel P500RSIBPSS-3
3. **Timing/Giveaway Period: The Giveaway begins Saturday, May 1st, 2021 at 9 AM CST and ends Friday, June 25th, 2021 at 5 PM CST.**
4. **Eligibility:** The Giveaway is open to legal individual residents; company "names" are not eligible and will be voided. Void where prohibited. Employees of Sponsor(s), their respective parents, subsidiaries, and agents are not eligible. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsor(s), which are final and binding in all respects. All federal, state, and local laws apply.
5. **How to Enter:** Visit one (1) of O'Nealgas' filling locations to fill a propane cylinder (any size propane cylinder) for one (1) entry. Only one (1) entry per visit. Multiple entries allowed. All entries must be received between the ("Giveaway/Period" stated above in #3.)
6. **Selection of Potential Winner:** O'Nealgas will randomly select the winner from amongst all eligible entries received. The drawing will be held via Facebook Live Monday, June 28th, 2021 at 1 PM CST. The potential winner must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. To avoid the event of a dispute over the identity of an entrant, winner must show identification when claiming prize(s). Sponsor(s) is not responsible for lost, late, or misdirected Entries. All Entries and requests become the property of Sponsor(s) and will not be acknowledged or returned.
7. **Prizes:** Winner(s) will be selected to receive prize(s) stated in #2. Arrangements for the fulfillment of the prize will be made by O'Nealgas. All federal, "state and local taxes" or other expenses relating to the use, "acceptance and possession of prize" are the sole responsibility of the winner. No monetary value can be given in exchange for this prize. The prize cannot be transferred. No substitution, "assignment or transfer of prize" permitted, except as determined in the sole discretion of Sponsor(s), who reserve the right to substitute the prize with another prize of greater or equal value. Winner is solely responsible for any and all applicable fees and taxes associated with prize receipt and use. The odds of winning depend on the number of entrants received. Winner will be determined through a selection tool whose results are final and binding in all matters relating to this Giveaway. Winner will be notified via phone call and email within 24 hours of the selected drawing time set forth in #3.
******Winner has three (3) days to respond to the initial phone call or email notifying the individual of the potential win or winner forfeits all rights to the prize and an alternate winner will be selected. If a winner does NOT pick up the prize(s) within thirty (30) days, or if said email is returned as undeliverable or if said phone number is disconnected, or if an entrant is otherwise found to be ineligible, or if the selected winner cannot accept of receive the prize for any reason, the winner will forfeit all rights to the prize and an alternate winner will be selected.******
8. **Publicity:** Except where prohibited, participation in the Giveaway constitutes winner's consent to Sponsor(s)'s use of winner's name, likeness, voice, opinions, "hometown and state" for promotional purposes in any media without further payment or consideration. The Sponsor(s) reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Entry and acceptance of prize constitutes permission (except where prohibited by law) to use winner's "name, prize won, hometown and likeness" for online posting and promotional purposes without further compensation.
9. **General Conditions:** Sponsor(s) reserves the right, in its sole discretion, to "cancel, modify, or suspend" the Contest should virus, bugs, unauthorized human intervention, "technical failures or any other factor" beyond Sponsor(s) reasonable control corrupt the administration, security, fairness, "integrity and proper operation" of the Contest. In such event, Sponsor(s) reserves the right to award the prize at random from among the eligible entries received up to the time of impairment. Sponsor(s) reserves the right, in its sole discretion, to disqualify and individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage Sponsor(s) website or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and, such an attempt be made, Sponsor(s) reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor(s)'s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **RELEASE:** BY RECEIPT OF ANY PRIZE, WINNDR AGREES THAT Sponsor(s), ITS RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS OF THESE COMPANIES, ARE NOT LIABLE WHATSOEVER FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OF MISUSE OF ANY PRIZE OR FROM WINNER'S PARTICIPATION IN THE CONTEST. Entrants agree to these Official Rules and the decisions of the Sponsor(s) and Judges, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Sponsor(s), any entity involved in the fulfillment of the prize of the administration of the Giveaway, and their respective employees, officers, directors, and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgements, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from an entrant's participation, acceptance and use or misuse of prize, including property damage, personal injury or death. Sponsor(s) is not responsible for any typographical or other error in the printing of the offer administration of the Giveaway or in the announcement of prize or for any suspension of the Giveaway or inability to implement the Giveaway or award the prize as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court of regulator. This Giveaway shall be governed by and interpreted under the laws of the state of Louisiana, USA without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with the Giveaway, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGEMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.
11. **Limitations of liability:** Sponsor(s) is not responsible for: (1) incorrect or inaccurate description of entry information or late, lost, stolen, ineligible, incomplete, misdirected or entries received through impermissible or illegitimate channels, all of which shall be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware, or software; (3) the unavailability or inaccessibility of any website or service; (4) unauthorized human intervention in any part of the entry process of the Giveaway; (5) electronic or human error which may occur in the administration of the Contest of the processing of entries; (6) late, lost, undeliverable, damaged, or stolen mail, or (7) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from the entrant's participation of the Giveaway or from downloading any material from Sponsor(s) website(s), regardless of whether the material was prepared by Sponsor(s) or a third party, and regardless of whether the material in connected to Sponsor(s)'s website by a hypertext link. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway, provided that, if it is not possible to award another entry due to discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, or any other reasons caused more than the stated number of prizes as set forth in the Official Rules to be available and/or claimed, Sponsor(s) reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
12. **Disputes:** Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Louisiana, the appropriate Louisiana State Court located in Baton Rouge, LA; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway but in no event attorney's 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSQUENTIAL 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 right and obligations of entrant, Sponsor(s) in connection with the Giveaway shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Louisiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state or Louisiana.
13. **Data Collection:** Sponsor(s) collects personal information from you when you enter the Contest. The information collected is subject for O'Nealgas.
14. By entering this Sweepstakes, you are opting in for recurring marketing and communication by email and direct mail, from O'Nealgas and any partners in the Sweepstakes.