

## 7-Eleven® Fuel Your Fandom – Veteran Stars Promotion Participation Terms

**1. DESCRIPTION:** The "7-Eleven® Fuel Your Fandom – Veteran Stars Promotion" (the "**Promotion**") is a call-for-submissions program in which eligible "**Participants**" (as defined below) are invited to complete an online application (the "**Application**") for consideration to join the Superfan Influencer Team, as described below. The sponsor of this Promotion is 7-Eleven, Inc., 3200 Hackberry Road, Irving TX 75063 ("**Sponsor**"). The administrator of this Promotion is Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789 ("**Administrator**"). The Sponsor and Administrator are collectively defined as the "**Promotion Entities**".

The Promotion will operate as follows:

- **Application Period:** Eligible Participants can submit an Application for consideration (as described in [Section 3](#)) beginning on or about Wednesday, November 3, 2021 at 12:00:01 am Central Time ("**CT**") and ending Tuesday, November 30, 2021 at 11:59:59 pm CT (the "**Application Period**").
- **Application Review:** Concurrent with and immediately following the Application Period, eligible Applications will be evaluated and reviewed by the Promotion Entities, as described in [Section 4](#).
- **Notification:** If applicable, any potentially selected Participants (each an "**Influencer**") will be notified on or about Monday, December 6, 2021 to confirm eligibility and obtain releases as described in [Section 5](#).
- **Opportunity:** If applicable, the selected Influencer(s) will be extended the Opportunity to co-create social media content as a member of the Sponsor's Superfan Influencer Crew, as further described in [Section 6](#).

Note: This Promotion is not a contest or a sweepstakes; the Opportunity (defined below) is not guaranteed as a result of completing an Application. There is no guarantee that any Participant will be extended an Opportunity, as described herein.

**2. ELIGIBILITY:** Participants must meet the following eligibility criteria:

- Participant must be an honorably discharged veteran of the United States Military (U.S. Air Force, Army, Coast Guard, Marines, Navy, National Guard and Reserves) or an active member of the United States Military Reserves who is in good standing;
- Participant must be a least eighteen (18) years of age and the age of majority in his or her state of primary residence;
- Participant must physically reside in the fifty (50) United States or the District of Columbia;
- Participant must NOT be under any contractual obligation that would conflict with this Promotion or any aspect of the Opportunity that might be extended as a result of the Promotion;
- Participant must NOT be directly or indirectly employed by Sponsor's competitors or otherwise pose a conflict of interest to the Sponsor, as determined by the Sponsor in its sole discretion. Conflicts of interest include, but are not limited to:
  - (a.) franchisees, employees, owners, and contractors of national and regional convenience stores; (b.) agencies, consultants and vendors of national and regional convenience stores; and (c.) Participants who have represented a national or regional convenience store in a social media influencer or other capacity within the last twelve (12) months; and
- Participant must NOT be an employee of the Promotion Entities or their respective franchisees, agencies, shareholders, officers, directors, members, successors, agents, or assigns, nor can Participant be an Immediate Family Member and/or Household Member of such persons. For purposes of the Promotion, "**Household Members**" means those people who share the same residence at least three months a year, whether or not related; "**Immediate Family Members**" means parents, stepparents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live.

**3. HOW TO PARTICIPATE:** During the Application Period, the Participant must visit the website located at <https://www.fuelyourfandom-vets.com/> (the "**Website**"). Then the Participant must follow the on-screen instructions to complete all required fields on the Application. Participant must affirmatively accept and agree to the Participation Terms and click "Submit" to be considered for the Opportunity.

Application must be received by Tuesday, November 30, 2021 at 11:59:59 pm CT. Limit one (1) Application per Participant. It is the responsibility of the Participant to ensure that his/her Application is completed by the deadline. Applications that violate these Participation Terms may be deemed ineligible and disqualified at the

sole discretion of the Promotion Entities. Promotion Entities reserve the right, in their sole discretion, to determine which Applications have satisfied the requirements. ELIGIBLE PARTICIPANTS MUST SUBMIT APPLICATIONS IN ACCORDANCE WITH THESE PARTICIPATION TERMS.

**4. APPLICATION REVIEW:** Eligible Applications will be evaluated by the Promotion Entities. Evaluation factors include, but are not limited to:

- Passion for 7-Eleven
- Potential to succeed as a Superfan Influencer
- Quality of Application Responses

Promotion Entities reserve the right to choose no Influencers, multiple Influencers, or to extend the Application Period and all other dates associated with the Promotion if an insufficient number of eligible Applications are received, as determined by Promotion Entities in their sole discretion. Date changes, if applicable, will be communicated on the Website.

**5. NOTIFICATION:** If applicable, the potential Influencer(s) will be notified at the email address and/or phone number associated with their Application. The potential Influencer will be required to respond (as directed) to the notification within three (3) days (or a shorter time if required by exigencies) of attempted notification. The potential Influencer will be required to verify address, sign, and return within three (3) days of initial notification one or more forms covering eligibility, liability, advertising, and (unless prohibited by law) publicity rights and such other documents the Promotion Entities may require (collectively, "**Participation Release Documents**"). Influencer may be asked to disclose any conflicts of interest (such as employment by regional or national convenience store) to the Sponsor. The potential Influencer will be required to provide his or her Social Security number and consent to a background check. Such background check may include (but is not limited to) investigation of criminal, arrest or conviction records, a history restraining orders or stalking, and any other factor deemed relevant by the Sponsor to help ensure that any potential Influencer will not bring Sponsor into public disrepute, risk, contempt, scandal, or ridicule or reflect unfavorably on the Sponsor. If requested, the potential Influencer agrees to sign forms authorizing the release of personal and background information. Pending the results of the background check, the Promotion Entities, in their sole discretion, reserve the right to disqualify the potential Influencer. Influencers are solely responsible for all federal, state and/or local taxes and any other fees or costs associated with this Opportunity. An IRS Form-1099 will be issued to the Influencer in February 2023 for the actual value of the Opportunity.

**6. OPPORTUNITY:** If applicable, the Participant(s) will be extended the opportunity to be an Influencer and co-create social media content as a member of the Sponsor's Superfan Influencer Crew. The "**Opportunity**" consists of: (a.) Eleven thousand dollars (\$11,000.00), awarded in the form of a check; (b.) One thousand one hundred dollars (\$1,100.00) for use at 7-Eleven in the form of a credit, gift card or other distribution method as determined by the Sponsor in its sole discretion; and (c.) Participation in the Superfan Influencer Crew bootcamp (the "**Bootcamp**"). Approximate Retail Value: \$14,600.00.

Influencer is required to participate in Bootcamp as a condition of being confirmed as an Influencer. During Bootcamp, the Influencer will participate in select activities and complete social media assignments, as directed on-site. It is currently contemplated that Bootcamp will take place in February 2022. The Influencer will receive the following accommodations in conjunction with the Bootcamp: (a.) Round-trip economy class air transportation for the Influencer from a major airport with regularly scheduled commercial flights in the 50 United States or D.C. (as selected at the sole discretion of the Sponsor) to Dallas, TX (if the Influencer lives within a 200-mile radius of Dallas, TX, the Promotion Entities reserve the right to award \$300 in lieu of airfare, at their sole discretion); (b.) One (1) standard hotel room for the duration of Bootcamp at a hotel selected by the Sponsor (room rate & tax only); (c.) Ground transportation in Dallas, TX between the airport and the hotel and between the hotel and the Bootcamp location(s); and (d.) \$500 spending allowance, awarded in the form of a check, to help offset incidental expenses. Travel must take place on dates designated by Sponsor. The dates of departure and return are subject to change at Sponsor's sole discretion. All details are at the sole discretion of the Sponsor. Any costs of travel exceeding the allowance provided herein shall be the sole responsibility of the Influencer. For the avoidance of doubt, the Influencer shall be solely responsible for all costs, expenses, and incidentals including, but not limited to, additional ground transportation, meals, beverages, gratuities, phone calls, insurance, taxes, and any other expenses not specifically mentioned as being included. Bootcamp is for the Influencer only (no guests).

By accepting the Opportunity, the Influencer expressly assumes the risk that they may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. Influencer expressly understands that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases. Influencer must abide by all applicable COVID regulations and local ordinances and venue-specific rules, including but not limited to social distancing, masks, testing, and proof of vaccination requirements, as specified by the venue. Sponsor may opt to substitute in-person Bootcamp with a virtual Bootcamp at its sole discretion should travel, or other restrictions make in-person Bootcamp impractical or impossible.

During or prior to Bootcamp, Influencer may be required to execute a Confidentiality/Non-Disclosure Agreement and other agreements and releases as required by the Sponsor in its sole discretion. In addition, the Influencer must agree to be photographed, videotaped, interviewed, participate in publicity and complete the social media assignments as directed on-site at the Bootcamp (the "**Production**"). Participation in Bootcamp shall constitute and signify Influencer's agreement and consent that Sponsor and its designees may use Production materials including but not limited to the Influencer's name, city, state, and likeness, for promotional, advertising and other purposes, worldwide, in perpetuity, in any and all media now known or hereafter devised, including the Internet, in any manner, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

During and following Bootcamp, the Influencer may have the opportunity to co-create select content (the "**Assignment Materials**"), at the Sponsor's sole discretion. Further instructions regarding the Assignment Materials will be provided by the Sponsor. The results and proceeds of all such Assignment Materials shall be the exclusive property of Sponsor. The Influencer must sign an intellectual property assignment agreement provided by Sponsor to effectuate such rights. Sponsor shall have no obligation (express or implied) to use any Assignment Materials, or to otherwise exploit any Assignment Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Assignment Materials for any reason, with or without legal justification or excuse, and the Influencer shall not be entitled to any damages or other relief by reason thereof. The Influencer may also be required to participate in media interviews, as determined at the sole discretion of the Sponsor. ONLY INTERVIEWS COORDINATED AND APPROVED BY THE SPONSOR WILL BE PERMITTED UNLESS APPROVED IN WRITING BY THE SPONSOR IN ADVANCE.

**Conduct:** While representing the Sponsor as a member of the Superfan Influencer Crew, the Influencer shall conduct him or herself with due regard to public conventions and morals. If Sponsor discovers or determines that Influencer, prior to or while representing the Sponsor: (a.) committed an offense involving moral turpitude under federal, state, or local laws or ordinances; did or committed any act or thing that would tend to degrade the Sponsor in society or bring the Influencer and/or Sponsor into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the Promotion Entities, Sponsor may, as determined at the sole discretion of Sponsor, revoke Influencer's opportunity to participate further in the Superfan Influencer Crew. In addition, the Influencer must abide by all applicable COVID regulations and local ordinances and venue-specific rules, including but not limited to social distancing, masks, testing, and proof of vaccination requirements.

**7. DISCLAIMER:** Promotion Entities and each of their respective parent companies, subsidiaries, franchisees, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment, and marketing agencies (collectively, the "**Released Parties**") will not be responsible for: (a) any late or lost Applications; (b) phone, electronic, hardware, software, network, internet, or other computer or communications-related malfunctions or failures beyond Sponsor or the Released Parties' reasonable control; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the reasonable control of Sponsor or the Released Parties; or (d) any printing, programming or typographical errors in any print or digital materials associated with the Promotion.

**8. LIMITATIONS OF LIABILITY AND RELEASES; INDEMNIFICATION:** By participating in the Promotion, Participant releases Promotion Entities and all Released Parties from any liability whatsoever and waive any and all causes of action related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or any Opportunity that may be extended as a result of participating in the Promotion (including claims, costs, injuries, losses, and damages related to rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including

negligence), warranty or other theory. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SPONSOR OR THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO PARTICIPATION IN THE PROMOTION OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION OR ANY OPPORTUNITY EXTENDED IN THE PROMOTION, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES (JOINTLY) ARISING OUT OF OR RELATING TO PARTICIPATION IN THE PROMOTION OR USE OF OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE PROMOTION EXCEED \$10. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT EXCLUDE OR LIMIT LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS BOUGHT OR RENTED FROM THE SPONSOR, OR FOR THE RELEASED PARTIES' GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUD. YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS PROMOTION ENTITIES AND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LOSSES, AND LIABILITIES, INCLUDING REASONABLE ATTORNEYS' FEES AND PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROMOTION AND THE APPLICATION, AND ANY USE THEREOF, INCLUDING THOSE ARISING FROM ANY BREACH, OR ALLEGED BREACH, OF THE REPRESENTATIONS AND PROMISES PROVIDED BY YOU IN THIS AGREEMENT

**9. USE OF INFLUENCER'S NAME AND LIKENESS:** To the fullest extent permitted by applicable law, participation in the Promotion constitutes permission to use Participant's name, Application details, hometown, aural and visual likeness, and other information for advertising, marketing, and promotional purposes without further permission or compensation. As a condition of being extended the Opportunity, except where prohibited by law, Influencer may be required to execute a consent to use of his or her name, Application details, hometown, aural and visual likeness, and other information for advertising, marketing, and promotional purposes without further permission or compensation. By participating in the Promotion, Participant consents to being contacted by Sponsor for any purpose in connection with this Promotion.

**10. LICENSE:** By participating in the Promotion and accepting the Opportunity, you hereby grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide, nonexclusive, sublicensable, assignable, license to publish, reproduce, publicly display, publicly perform, distribute, adapt, edit, modify, translate, synchronize, create derivative works based upon, and otherwise use and exploit your Application, or any portion thereof, in any manner or media (now known or later developed) in and in connection with the Promotion and for other advertising, marketing, and promotional purposes (the "**License**"). The License includes the right to synchronize and incorporate the Application details, in whole or in part, into other works. Sponsor will have no obligation to publish or use or retain any Application you submit or to return any such Application to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Sponsor's expense, any further action (including the execution of affidavits, tax forms, and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph. You will not be entitled to compensation for the License or for any use by Sponsor, or its agents, sublicensees, or assignees, of your Application.

**11. DISPUTES:** These Participation Terms are governed by the laws of the State of Texas, U.S.A., without regard to Texas conflict of law provisions. By participating in the Promotion, each Participant irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts in Dallas, Texas, for all disputes arising out of or relating to the Promotion. Any legal actions against Sponsor must be commenced within two year(s) after the claim arose. Any controversy or claim arising out of or relating to the Promotion or these Participation Terms will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. Each party shall be responsible for its costs incurred in such arbitration, but if Participant cannot afford to pay for the arbitration Participant agrees to provide Sponsor the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in Dallas County, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. Notwithstanding the foregoing, Sponsor may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).

**12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant and each Influencer understand and acknowledge that the Promotion Entities have wide access to ideas and other materials and that new

ideas are being developed by their own employees, suppliers, and/or business partners. Each Participant and each Influencer also acknowledge that many ideas may be competitive with, similar, or identical to an idea and/or each other in theme, idea, format, or other respects and agrees that he or she will not bring any action against Promotion Entities or any third parties, and will not be entitled to any compensation, as a result of any Promotion Entities or any third party's use of any such similar or identical material. Each Participant and each Influencer acknowledge and agree that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of copyright, patent, trade secret, or other intellectual property rights in and to the Application.

**13. GENERAL CONDITIONS:** Participants agree to be bound by these Participation Terms and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Participation Terms at any time, in its discretion, and to suspend or cancel the Promotion or any Participant's participation in the Promotion should any causes beyond Sponsor's reasonable control affect the administration, security or proper participation in the Promotion, or Sponsor otherwise becomes (in its sole discretion) incapable of running the Promotion as planned. Participants who violate these Participation Terms, violate any law, rule, or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other Participant (as determined in Sponsor's sole discretion) are subject to disqualification. Sponsor's failure to enforce any term of these Participation Terms will not constitute a waiver of that provision. Any provision of these Participation Terms deemed unenforceable will be enforced to the extent permissible, and the remainder of these Participation Terms will remain in effect. The use of the terms "include" or "including" in these Participation Terms is illustrative and not limiting.

**14. PRIVACY:** The information provided by Participants will only be used as provided in Sponsor's privacy policy or these Participation Terms. See Sponsor's privacy policy at <https://www.7-eleven.com/privacy> ("**Privacy Policy**") for details regarding use of the personal information collected in connection with this Promotion. In the event of any conflict between these Participation Terms and such privacy policy, these Participation Terms shall control. By participating, Participant grants Sponsor permission to share Participant's email address and any other personally identifiable information with the corresponding Administrator solely for the purpose of Promotion administration and fulfillment.

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