# **CB- Radio Social Media Giveaway Rules**

Valid October 4, 2025 to October 7, 2025

NO PURCHASE NECESSARY TO PLAY OR WIN

### **HOW IT WORKS:**

These terms and conditions will apply to the CB Radio Social Media Giveaway Rules from October 4, 2025 to October 7, 2025 which will be posted on Facebook sponsored by Pilot Travel Centers LLC ("Sponsor") (the "Rules"). Individuals are required, between October 4, 2025 10:00 AM Eastern Time through October 7, 2025 11:59 PM Eastern Time, (the "Giveaway Entry Period") to do the following: (1) like the official Giveaway post (posted on October 4, 2025); (2) comment their CB radio handle in the comments of October 4, 2025 post to enter for a chance to win the prize described below. The Giveaway Entry Period will be measured using the Eastern time zone. Entries are only valid if submitted as outlined above within the applicable Giveaway Entry Period. All material(s) submitted to Sponsor in connection with the Giveaway shall be referred to herein as the "Entry," and the person submitting the Entry shall be referred to herein as the "Entrant." Sponsor will retain ownership and the right to reuse or repurpose any Entry, including photo and video content, on any form of digital or social media, including but not limited to Sponsor's social media channels, website and blog. All applicable federal, state and local laws apply.

# **ELIGIBILITY:**

Entrants must be 18 years of age or older at the time of Entry and a legal resident of the United States of America. Excludes residents of Rhode Island. Void where prohibited. Employees of Sponsor, its parent, affiliates, subsidiaries, sales representatives, advertising, promotion, and judging agencies and all other service agencies involved with any Giveaway and members of the immediate families (parent, child, sibling and spouse) or households (whether or not related) of any of the above are not eligible.

### PRIZE DESCRIPTION:

The prize shall include one (1) Cobra 29 LTD Chrome Professional CB Radio to be used by Winner. Winners will be selected in a random drawing of eligible entries and notified by October 9, 2025. Winner has forty-eight (48) hours to respond before the new winner is chosen. Odds of winning will depend on number of eligible Entrants in each Giveaway. All costs and expenses associated with the acceptance and use of the Prize, including, but not limited to, all federal, state and local taxes, are winner's sole responsibility.

# **CONDITIONS OF PARTICIPATION:**

Limit one (1) Entry per household during each Giveaway Entry Period with respect to each Instagram post. Entries do not roll over. Entries not legitimately submitted and/or submitted in accordance with these Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. THE WINNER OF THE RANDOM DRAWING WILL BE VERIFIED AFTER VALIDATION OF ENTRANT'S ELIGIBILITY BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. WINNER WILL BE NOTIFIED VIA INSTAGRAM PRIVATE MESSAGE OR EMAIL ONCE VERIFICATION IS COMPLETE. No

purchase necessary. All federal, state and local laws and regulations apply. By submitting an Entry, contestants agree to be bound by the terms of these Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Giveaway. Acceptance of the Prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the Prize. Sponsor is not responsible for lost, stolen, or damaged Prize. By submitting an Entry, Entrants grant Sponsor and/or the participating partners of the Contest, if any, a perpetual, worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the entry materials with or without modifications, in any form or medium whether now existing or later developed. By submitting a photo, Entrant represents and warrants that the photo and its contents, are Entrant's work product and do not infringe the rights of any third party (including but not limited to copyrights and rights of publicity/privacy) and that Entrant has the right to submit it. All photos and content submitted as part of the Entrant's nomination will remain the sole property of the Sponsor. Sponsor reserves the right to leverage any content, photos, or written copy submitted by an Entrant as part of the Contest in promotion on social media, websites, press materials or in any earned media or public relations efforts.

# **CONDITIONS OF AWARD:**

The Prize is awarded without warranty of any kind from Sponsor, express or implied, without limitation, except where this would be contrary to federal, state, or local law or regulation. Prize may not be redeemed or exchanged for any other prize or cash value. Return of any Prize/Prize notification as undeliverable may result in disqualifications and selection of an alternate. Any potential winner who cannot be verified and/or contacted and/or does not respond within ten (10) days of the first attempted notification will forfeit his/her Prize, and an alternate winner may be selected. Winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited), and any other requested documents (the "Documents") within seventy-two (72) hours from the time of request or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and signed documents within the stated time period may result in forfeiture of the Winner's right to claim the Prize, and may result in the Prize being awarded to an alternate winner. Prizes awarded in the states of Florida and New York in the Giveaway will not exceed five thousand dollars (\$5,000) as per the states' registration and bonding requirements. Winner may be required to provide Sponsor with photos of Winner utilizing the Prize, of which Sponsor reserves the right to leverage in promotion on social media, websites, press materials or in any earned media or public relations efforts.

# INDEMNIFICATION:

By participating in the Giveaway and/or accepting the Prize, Entrants and/or winners agree to release, discharge, indemnify and hold harmless Instagram, Inc., Sponsor, and each of their respective officers, directors, employees, representatives, agents, advertising and promotional agencies from and against any claims related in any way to the operation of the Giveaway as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or

property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize or participation in any contest-related activity or participation in the Giveaway.

### **INTERNET:**

In the event of a dispute as to any Entry, Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the internet or at any website or any combination thereof. If for any reason any of the Giveaway is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of the Giveaway, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Giveaway without notice. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the Entry process. Caution: Any attempt by any individual to deliberately damage any of Sponsor's social media channels or website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to prosecute and/or seek damages from any such individual to the fullest extent of the law.

### **GOVERNING LAW; DISPUTES:**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Tennessee or the appropriate Tennessee State Court located in Knox County, Tennessee, and by participating in a Giveaway, Entrant submits to the personal jurisdiction of such courts and waives any defense or objection related to venue or inconvenient forum with respect to claims related to a Giveaway; (ii) any and all claims, judgments and awards shall be limited to actual, direct out-of-pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys' fees; and (iii) under no circumstances will a participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, exemplary, incidental and consequential damages and any other damages, other than for actual, direct out-of-pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Rules, or the rights and obligations of the Entrant and Sponsor, shall be construed and governed by the laws of the state of Tennessee, without regard to conflicts of law rules.

### SPONSOR and ADMINISTRATOR:

Pilot Travel Centers LLC, a Delaware limited liability company with offices at 5508 Lonas Dr., Knoxville, TN 37909. THESE CONTESTS ARE IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO PILOT TRAVEL CENTERS LLC AND NOT TO INSTAGRAM. All trademarks are property of their respective owners.