



Walters-Dimmick Petroleum & Johnny's Markets
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1. **Eligibility:** Johnny's PlayStation 5 Giveaway is open to legal residents of Michigan and Indiana who enter on Johnny's Markets app. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. **NO PURCHASE IS NECESSARY TO ENTER.** This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Johnny's Markets employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employee's immediate family and/or those living in the same household of Employees are ineligible to participate in the Giveaway.
2. **Sponsorship:** The sponsor is Johnny's Markets and will conduct the Giveaway substantially as described in these Official Rules.
3. **Agreement to Rules:** By entering this Johnny's PlayStation 5 Giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Johnny's PlayStation 5 Giveaway, You represents and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Johnny's PlayStation 5 Giveaway.
4. **Johnny's PlayStation 5 Giveaway Entry Period:** This promotion begins on August 1, 2024 at 12:00 a.m. and ends on August 31, 2024 at 11:59 p.m. EST. To be eligible for the Johnny's PlayStation 5 Giveaway, entries must be received within the specified Entry Period.
5. **How to Enter:** Eligible entrants can enter Johnny's PlayStation 5 Giveaway by completing these steps: 1) Download Johnny's Markets J+ Club app, 2) Sign up for J+ Club Rewards, and 3) Buy 2 Mountain Dew 20oz and scan your J+ Club Barcode. As a participant, your entry must fully meet all Johnny's Markets Giveaway requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.
6. **Alternate Method of Entry:** To enter without making a purchase, please submit an entry form including your name, address, phone number, and email address to. Limit one entry per person per day. By completing and submitting the required information the Entrant will receive one (1) entry. Enter here: <https://johnnymarkets.com/ps5-mountain-dew-giveaway/>
7. **Prizes:** The (1) Winner of the Johnny's PlayStation 5 Giveaway will receive (1) PlayStation 5 video game console (estimate value: \$429.99). The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.
8. **Odds:** The total number of eligible entries received determines the odds of winning.
9. **Selection and Notification of Winner:** The Winners will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner via email or SMS message by September 31, 2024. The Sponsor is not responsible for nor shall have any liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 7 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations.
10. **Rights Granted by You:** By submitting an entry into this Johnny's PlayStation 5 Giveaway, you understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assignees of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Johnny's PlayStation 5 Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
11. **Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Johnny's PlayStation 5 Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Johnny's PlayStation 5 Giveaway. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Johnny's PlayStation 5 Giveaway or website or violate these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Johnny's PlayStation 5 Giveaway, to void votes for any reason, including, but not limited to multiple entries from the same user; multiple entries from the same computer, or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any Facebook / Instagram post or undermine the legitimate operation of the Johnny's PlayStation 5 Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
12. **Limitation of Liability:** Your entry into this Johnny's PlayStation 5 Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Johnny's PlayStation 5 Giveaway and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
13. **Facebook/Instagram:** The Johnny's PlayStation 5 Giveaway hosted by Johnny's Markets is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.