

**Cenex® Tanks of Thanks® Sweepstakes (“Sweepstakes”)**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**OVERVIEW:** This Sweepstakes invites you to nominate someone you consider worthy of “Tanks of Thanks” based on random acts of kindness, good deeds, and overall contributions to your community. Simply visit the Tanks of Thanks website ([www.tanksofthanks.com](http://www.tanksofthanks.com)) between November 3, 2011 and December 31, 2016, fill out the official nominee form, and nominate a local Good Samaritan to win a heartfelt “thanks” from the community and a \$50 Cenex gift card. From January 1, 2012 through March 31, 2012, 12 winners will be awarded per month from all eligible nominees. From April 1, 2012 through the end of calendar year 2016, 100 winners will be randomly selected each month from all eligible nominees to receive their Cenex gift card.

**1. ELIGIBILITY:** Sweepstakes is open only to nominators and nominees who are 18 years old or older and legal adult residents of the 50 United States (excluding California, Florida, New York and Rhode Island), who are the age of majority in their state of residence at the time of entry (if a state requires an entrant to be over 18 to be a legal resident). Employees of CHS Inc. (“Cenex” or “Sponsor”) and its parent companies, affiliates, franchisees, sales representatives, distributors, agents, and vendors involved with this Sweepstakes, and the immediate family and household members of all such employees, are eligible to nominate others but are not eligible to be nominated or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**2. HOW TO ENTER A NOMINEE:** Visit the Cenex website at [www.tanksofthanks.com](http://www.tanksofthanks.com) or [www.cenex.com/tanksofthanks](http://www.cenex.com/tanksofthanks) for an official nominee form, complete it and submit it as indicated on the site. An image of the nominee is encouraged but is not required. You will be required to accept the official rules prior to submitting your entry (which you will have the opportunity to review). The nominator is not eligible for the drawing or to win, unless nominated by a different nominator. You may not nominate yourself. Sponsor and its promotional partners, agencies and vendors are not responsible for lost, late, incomplete, inaccurate, misdirected, unintelligible or returned entries. Any entries submitted become the property of Sponsor and will not be returned. Only entries using the official entry form will be valid. After twelve (12) calendar months, each nomination will expire and be removed from the prize pool. Nominators may re-nominate the same nominee following expiration of the original nomination.

**3. ENTRY REQUIREMENTS:** Each submitted entry (“Submission”) must meet the following requirements and any entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified:

Submission Requirements:

- The nominee must be living at the time of nomination;
- The Submission must be in text format, any photo must be uploaded in .jpg or .png format;
- The Submission must not exceed 1,000 characters in length;
- The Submission must be in English;
- Entrants may not nominate themselves;
- Nominees must be a member of the submitter’s community who is personally known to the entrant;

- Entrant must have permission from the nominee to include any image, the full name, personally identifying information, additional descriptive information about the nominee, and nominee's approval to include his or her name, likeness, quotes and other information for Sweepstakes and promotional purposes in all Sponsor materials. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The nominator must have all rights to submit any photo, in this regard, the photo must be an original work taken by the nominator for which the nominator owns the copyright or the nominator must have permission from the copyright owner, any persons depicted in the photo must consent to the use of the photo,
- Any submitted photo may include images of persons other than the nominee, however, any prize awarded will be awarded ONLY to the nominee, all persons featured in the photo must be eighteen (18) years of age or older or the age of majority in their state of residence, whichever is older, and at the request of Sponsor, the submitter must be able to provide releases from all persons featured in a photo.
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- The Submission must not feature brand names or trademarks other than Sponsor's marks, which entrant has a limited license to use to incorporate into his/her Submission for this Sweepstakes;
- The Submission must not contain text not created by entrant;
- The Submission must not contain content that is inaccurate, inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created;
- The Submission must not contain any inappropriate (in the sole discretion of Sponsor) images or other content;
- The Submission must not contain or otherwise make available any unsolicited or unauthorized advertising, "commercial pitch," promotional materials, junk mail, spam, pyramid schemes, or any other form of solicitation;
- The Submission must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network; and

Limits:

Submissions generated by script, macro or other automated means are void. Uploading a Submission constitutes submitter's consent and/or accepting a prize constitutes nominee's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, submitter will sign any documentation

required for Sponsor or its designees to make use of the rights entrant is granting to use the Submission. All online entries must include a valid e-mail address for the submitter.

**4. TIMING/WINNER SELECTION:** The first Sweepstakes begins at 12:01 am CT on January 1, 2012, and will run through 11:59 pm CT on January 31, 2012 after which the next monthly Sweepstakes period will begin. All entries for the second monthly Sweepstakes period must be submitted between 12:01 am CT on January 1, 2012 and 11:59 pm CT on February 28, 2012. All entries for the third monthly Sweepstakes must be submitted between 12:01 am CT on March 1, 2012 and submitted by 11:59 pm CT on March 31, 2012. Each monthly Sweepstakes will follow this monthly timing model (each a "Sweepstakes Period") throughout the duration of the final monthly Sweepstakes which ends at 11:59 pm CT on December 31, 2016. Sponsor's computer will be the official timekeeper for all deadlines, and all entries must actually be received by Sponsor's computers to be valid. Proof of sending the entry does not constitute proof that the entry was received.

Each monthly drawing will be held on or about the first day following each monthly Sweepstakes Period. Limit of one prize per nominee during the course of the Sweepstakes. If the same nominee is selected to win a second monthly prize, Sponsor will re-draw to select a new winner. All nominees nominated during any given Sweepstakes Period will be carried over to each subsequent Sweepstakes Period until that nominee wins a prize or until twelve (12) calendar months have passed since the date of entry for that nominee.

All potential winners of a prize, along with the person who nominated them, will be notified by phone, mail or email at the number/address indicated on the entry on or about the day after each applicable drawing is held.

If any notification or prize is returned as undeliverable, the originally selected winner will forfeit the prize in its entirety and an alternate winner may be selected by random draw. Award of prize and confirmation of winner is contingent upon potential winner's qualification and compliance with Official Rules.

**5. PRIZES/TAXES:** Between January 1, 2012 and March 31, 2012, twelve (12) separate winners will be selected per month and beginning April 1, 2012 through the end of calendar year 2016, one hundred (100) separate winners will be selected each month by a random drawing to win a single Cenex \$50 gift card to be redeemed at Cenex retail outlets as outlined in Section 4 above. A total of (five thousand seven hundred thirty six (5,736) separate prizes will be given away during the Sweepstakes with a total retail value of \$286,800).

Taxes on prizes are the sole responsibility of the winner. Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of the same approximate retail value. Prize consists only of items specifically listed as part of the prize. Certain conditions and restrictions may apply. All costs and expenses not specified herein, related to any prize or incurred by accepting the prize, are the sole responsibility of the winner. Odds of winning depend on the number of eligible entries received.

**6. PUBLICITY RELEASE:** Except where prohibited, acceptance of a prize constitutes winner's consent that their photo, name, likeness, voice and/or biographical data may be used by Sponsor in any medium worldwide for advertising and promotional purposes without limitation and without additional notice, compensation or consent. However, Sponsor is under no obligation to actually use any such information or content.

**7. SWEEPSTAKES ADMINISTRATION:** If for any reason the Sweepstakes, including the online portion, is not capable of running as planned, including disruptions caused by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause that corrupts, affects or compromises the administration, security, fairness, integrity, proper conduct or intended play of the Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any individual Sponsor deems responsible and Sponsor further reserves the right to cancel, terminate, modify or suspend the Sweepstakes, and substitute an appropriate alternate method of prize award selection. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, destruction or unauthorized access to, or alteration of, entries, including any erroneous appearance of qualification for a prize. Sponsor is not responsible for any problem or technical malfunction of any telephone network or lines, computer online systems, servers or provider, computer equipment, software, failure of any e-mail or entry to be received by Sponsor due to technical problem or traffic, congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading/uploading any materials in this Sweepstakes. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**8. ADDITIONAL TERMS/LIABILITY LIMITATIONS:** By entering, entrant agrees to accept and abide by the rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of prize, shall be resolved by Sponsor, whose decision shall be binding and final. By participating, entrant agrees to release and hold harmless Sponsor, promotional retail partners and each of their respective parent companies, affiliates, subsidiaries, franchisees, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including but not limited to death or property damage due in-whole or in-part, directly or indirectly to the acceptance, use, or misuse of a prize, the posting of Submission materials, participation in any Sweepstakes-related activity, or participation in the Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes, including such error as may give an erroneous indication that a prize has been won. Sponsor is not responsible for unauthorized use of the entry submissions by third parties. In the event the Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, in its discretion, elects to abbreviate the Sweepstakes, the Sponsor reserves the right, but shall have no obligation, to award any prize from among all valid and eligible entries received up to the time of the Sweepstakes was abbreviated.

**9. DISPUTE RESOLUTION AND CHOICE OF LAW:** Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of

the State of Minnesota. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by the appropriate federal or Minnesota State Court. Should there be a conflict between the laws of the State of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the State of Minnesota. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

**10. WINNERS LIST:** For a list of 2016 winners, send a self-addressed, stamped envelope postmarked by January 31, 2017 and received by February 7, 2017 to: Cenex@ Tanks of Thanks@ Sweepstakes Winners List, 5500 Cenex Drive, Inver Grove Heights, Minnesota 55077

**11. SPONSOR:** Sweepstakes is sponsored by CHS Inc., 5500 Cenex Drive, Inver Grove Heights, Minnesota 55077.

**POTENTIAL COPYRIGHT INFRINGEMENT:**

Content on this website may sometimes be provided by third parties who are not under our control. We have no obligation to monitor such content for copyright infringement, and we are not always in position to do so. However, we will address any valid claims of copyright infringement associated with content posted to our site.

If you believe any content appearing on this website, whether posted by us or someone else, violates the copyrights of a third party please notify us immediately, specifically identifying the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered, a representative list of such works;
- (iii) Identification of the material that is claimed to be infringing that is to be removed, and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you provide the above information, we will remove the allegedly infringing content upon verification of your claims. Upon receipt of a claim, we may contact the origin of the content to inquire about the allegations. If the content poster provides sufficient evidence to support a valid right to post the content, we may re-post the content pending resolution of the dispute directly between you and the content poster.

All notices should be sent to the following copyright agent: Andrew S. Ehard, Merchant & Gould, 3200 IDS Center, 80 South Eighth Street, Minneapolis, Minnesota 55402

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**ABBREVIATED RULES TO BE USED ON ANY ADVERTISING AND COLLATERAL**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** Open only to legal adult residents of the 50 U.S. states (excluding California, Florida, New York and Rhode Island) who are the age of majority at time of entry. See complete details, entry and Official Rules at [www.tanksofthanks.com](http://www.tanksofthanks.com) or [www.cenex.com/tanksofthanks](http://www.cenex.com/tanksofthanks). From April 1, 2012 through the end of calendar year 2016, 100 prizes will be awarded per month. Prizes include 5,736 \$50 Cenex gift cards (Total ARV \$286,800). Void where prohibited. Sweepstakes begins at 12:01 CT on 11/3/11 and ends at 11:59 pm CT on 12/31/16. Odds of winning depend on total number of eligible entries received. Sponsored by CHS Inc., 5500 Cenex Drive, Inver Grove Heights, Minnesota 5507

