Xbox 360 Sweepstakes Official Rules

(August- September 2013)

1. **ELIGIBILITY:** Kangaroo Express' Xbox 360 (the "Sweepstakes") is open only to legal residents of any of the 50 United States or the District of Columbia who are 18 years of age or older at the time of participating. No purchase necessary. The following individuals are not eligible: Employees, contractors, directors and officers of The Pantry, Inc. ("Sponsor") and its distributors, Web design, advertising agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively, "Promotion Parties").

2. **ENTRY PERIOD:** Entry for the Xbox 360 giveaway begins on August 16 at 8:00:00 am Eastern Time and ends on September 19, 2013 at 11:59:59 pm Eastern Time (the "Entry Period"). The judging organization's computer is the official time keeping device for this Sweepstakes.

3. **PRIZE DETAILS:**

   Xbox 360

4. **TO ENTER:**

   Fill out the attached form at http://kangarooexpress.com/Forms/ContestEntry.

5. **DRAWING(S):** Contestants will be entered into a database and randomly selected the week of September 23rd.

6. **WINNER NOTIFICATION:** Winners will notified by phone, or email within thirty (30) days of the end of the Entry Period and within thirty (30) days of the end of each contest period. Sponsor is not responsible for suspended or discontinued Internet or wireless service which may result in a potential winner not receiving initial prize notification. Sponsor is not responsible for any change in entrant's mailing address, email, and/or telephone number. If attempted notification is returned as undeliverable, if any prize notification is not responded to in the required number of hours, if any required documents are not returned within the required number of days, if winner cannot be verified, or if winner is otherwise unable to accept the Prize as stated, Prize may be forfeited and may be awarded to an alternate winner.

7. **LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by The Pantry or Promotion Parties resulting from entrant's participation in or attempt to participate in the Sweepstakes or ability or inability to upload or download any information in connection with the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences

which may affect the operation of the Sweepstakes: Hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic or Internet connectivity or other online or telephone network communication problems; errors or limitations of any Internet or telephone service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Sweepstakes, or loss, miscount, misdirection, inaccessibility or unavailability of email, or phone call used in connection with the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of Prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website. Use of Website is at user's own risk. Sponsor, and Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes.

8. **CONDITIONS OF PARTICIPATION:** By accepting a Prize, recipient (or parent or legal guardian) (a) agrees that the Sponsor and Promotion Parties, and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes; from acceptance, possession, misuse or use of Prize and (b) grants (and agrees to confirm grant in writing promptly upon request) to Sponsor and those acting under its authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation, unless prohibited by law. Sponsor is not liable in the event that any portion of the Sweepstakes is canceled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").

By participating Kangaroo Express' Xbox 360 sweepstakes, Entrant expressly agrees and attests that Entrant is not an employee, independent contractor or temporary employee of the Sponsor. Entrant does not have any claim for wages or any employment relationship with Sponsor whatsoever. Entrant participates in the Sweepstakes voluntarily and without guarantee of any prize or compensation.

If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute Prize with another prize of equal or greater value. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration,

security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at their sole discretion, to disqualify any individual who is responsible or who tampers with the Voting process, and to cancel, modify or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the Prize(s) among all eligible, non-suspect entries received prior to cancellation. This Sweepstakes is offered only in the United States and is governed by the laws of the state of North Carolina, and all claims must be resolved in the federal or state courts located in Wake County, North Carolina. Entrant unconditionally releases Facebook from any and all claims, damages or liabilities arising from or relating to Entrant's participation in the Sweepstakes. Entrant acknowledges that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrant fully acknowledges that it is providing all information in connection with the Sweepstakes participation to Sponsor and not to Facebook.

Please see the privacy policy located at http://www.kangarooexpress.com/privacypolicy for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes.

9. SPONSOR:

The Pantry, Inc., 305 Gregson Drive, Cary, North Carolina 27511