

## Top Oil - Home Heating Oil Opt-in Competition 2021 - Official Rules

The Top Oil - Home Heating Oil Opt-in Competition (the "Competition") is offered by Tedcastles Oil Products Unlimited Company trading as Top Oil ("Sponsor"). The Sponsor and participating Home Heating Oil Depots hereinafter will be referred to as the "Competition Entities".

**NO PURCHASE NECESSARY TO PARTICIPATE.** ELIGIBILITY REQUIREMENTS APPLY. PARTICIPATION IN THE COMPETITION CONSTITUTES THE ENTRANT'S ("ENTRANT" OR "YOU" OR "YOUR") FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE OFFICIAL RULES INCLUDING THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL ON ALL MATTERS RELATING TO THE COMPETITION.

**1. Basic Information:** The Competition is being offered to eligible, domestic Home Heating Oil customers in Ireland ("eligible customers") of the Sponsor. Eligible customers are defined as non-terminated customers who have taken a home heating oil delivery within the period from August 1, 2020 through to the Competition End Date (see Rule 2, below) [and who are opted in for marketing purposes]. Once entered into the Competition, you are eligible to win one of the €150 Top Oil Home Heating Oil Voucher prizes as described below. You can obtain a free entry without making a purchase, as described in Rule 4 below. Any questions, concerns or comments can be sent via mail by sending a self-addressed, stamped envelope to "Top Oil - Home Heating Oil Competition, P1, East Point Business Park, Dublin3, D03 C825".

**2. Competition Dates:** The Competition begins at 12:00:01 am GMT on August 1, 2021 (the "Competition Start Date"). The Competition is scheduled to end at 11:59:59 pm GMT on March 31, 2022 (the "Competition End Date"). The period from the Competition Start Date through to the Competition End Date is known as the "Competition Period".

**3. Who Can Enter:** Only eligible customers (see Rule 1, above) who are at least eighteen (18) years of age as of the Competition Start Date can participate and win prizes. Employees, operators, owners and directors ("Team Members") of Participating Home Heating Oil Depots (list of depots can be found at <https://www.top.ie/depots-list/>), as well as those persons that reside with any Team Member are NOT eligible to enter to win prizes in the Competition. Employees of the Sponsor and the Sponsor's subsidiaries and affiliates as well as all General Managers, Chief Executive Officers and Board of Directors of any of the Participating Home Heating Oil Depots ("Head Office Employees") as well as those persons that reside with any Head Office Employee are also NOT eligible to enter to win prizes in the Competition. Employees of the Sponsor's distributors, sales representatives, advertising and promotion agencies, and agents, participating prize sponsors, or any entity that the Sponsor contracts with, specific to this contest, as well as those persons that reside with such employees, are also NOT eligible to enter to win prizes in the Competition.

**4. How to Enter to Win:** There are two (2) ways that you can earn an entry into the competition. There is a limit of one (1) entry per customer, per household regardless of which method you may use to qualify for your entry:

- i) Eligible customers who have taken, or will take, a Home Heating Oil delivery from August 1, 2020 through the Competition End Date will receive one (1) entry into the Competition, provided they are opted-in for marketing communications from Top Oil. If you have taken an eligible Home Heating Oil delivery but have not opted-in, you may opt-in at any time throughout the Competition Period and receive your entry.
- ii) Eligible customers who have been marketed to since August 1, 2020 and are opted-in for marketing communications (email and SMS) and / or those who continue to be opted-in and have updated their information and preferences since August 1, 2020 are eligible to receive an entry.

You must allow 24 hours for any marketing preferences to be updated. Eligible customers will be entered into the Competition for prize drawings as outlined in Rule 5 below. You will only be contacted if you are a potential prize winner, and only confirmed prize winners will be asked for consent for use of their personal data for marketing, promotional and publicity purposes (see Rule 6).

To receive one (1) entry into the Competition without purchase, eligible customers should send a self-addressed, stamped envelope along with a 3" x 5" card which includes your Name, Mailing Address, Email Address (if applicable), Top Oil Home Heating Account Number, and Phone Number. Mail your request to: "Top Oil - Home Heating Oil Competition, P1, East Point Business Park, Dublin3, D03 C825". Requests must be received by the Competition End Date. Limit of one no purchase request per person or household. No mechanically reproduced or computer-generated requests allowed.

**5. Prizes:** There will be total of eight (8) prize drawings to award eight (8) prizes of a €150 Top Oil Home Heating Oil Voucher prize. Winners will be randomly drawn from amongst all eligible entries received prior to each drawing during the Competition period. Limit of one prize per household. Prize drawings will be conducted by the Sponsor at its offices following the schedule in Table 1

below. First drawing will be held on Thursday, August 26, 2021 from among all eligible entries received through end of business on Wednesday, August 25, 2021. Subsequent drawings will be made on the last Thursday of each month during the Competition Period as listed in Table 1 below and will include all non-winning eligible entries received through the end of business on the Wednesday prior to the drawing. Non-winning entries will carry forward to the next drawing. The final drawing will include all non-winning eligible entries received through the Competition End Date. Prizes are non-transferable and no substitution, in part or in whole is allowed except by Sponsor at their discretion.

**Table 1 – Prize Drawing Schedule:**

Prize:	Quantity per Drawing:	Total Drawings:	Draw Dates:
€150 Top Oil Home Heating Oil Voucher	1	8	August 26, September 30, October 28, November 25, December 30, 2021. January 27, February 24 and March 31, 2022

**A) Notification and Redemption:** If you have been drawn as a selected prize winner, the Sponsor will notify you via e-mail, postal mail and / or phone. If the selected prize winner does not respond to the Sponsor’s notification within seven days (7) days of the relevant draw and the Sponsor has made two (2) separate contact attempts, the potential winner will be disqualified and a new potential winner will be drawn. As a condition of awarding the prize, the potential winner must have completed, within seven (7) days of receipt, the Sponsor’s Statement of Compliance, Release, and Indemnity (“Release Form”) confirming, among other matters, his/her compliance and eligibility with these Official Rules, his/her agreement to the Publicity Release, and the release and indemnification of the Sponsor and other certain parties. If a potential winner refuses or fails to timely return the required documents in accordance with these Official Rules, or is found to have violated the Official Rules of the Competition in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question and the Sponsor will hold a drawing to select an alternate prize winner from among the pool of eligible entries received. Prize will be presented to the winner at the Sponsor’s designated Home Heating Oil Depot or as otherwise determined by the Sponsor at their discretion. Please allow up to two (2) business weeks for processing of the prize (see Rule 5 above). Winner is solely responsible for any taxes on prize award. All costs and expenses are the sole responsibility of the winner.

**6. Publicity:** Acceptance or Submission of a Prize Release Form includes a Publicity Release and by marking your consent, constitutes permission for the Competition Entities to use your name, voice, picture, or other likeness for advertising, marketing, public relations, or other promotional purposes worldwide in commerce and in any media without limitation or further compensation. You can withdraw your consent to use of your name and image for publicity purposes at any time by contacting the Sponsor at [info@top.ie](mailto:info@top.ie) but this will not impact on any use by the Sponsor of your name, voice, picture, or other prior to your withdrawal of your consent.

**7. Odds:** Odds of winning any prize depends on the total number of eligible entries for each drawing.

**8. Restrictions:** The following are prohibited and will result in automatic disqualification from the Competition: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Competition.

**9. Privacy:** The Sponsor will use your personal data for Competition Purposes, including, where relevant, sending any potential winner and confirmed winner notifications to you, on the basis of its legitimate interests in generating goodwill among its customer base and fulfilling their obligations for this Competition.

No such personal data will be transferred or sold to any third party except in the following circumstances:

- A) When you give us permission to do so;
- B) When in good faith we believe the law requires it;
- C) Under limited circumstances specifically described to you when we collect the information, such as in the rules of competitions or other promotions;
- D) To the Sponsor’s agents for data processing purposes, or to its professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

The Sponsor may match aggregated, statistical user information to parameters established by third parties, without releasing any personally identifiable information. The Sponsor may share aggregate information with trading partners, co-branded locations, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

Any requests for access to the information that is processed in connection with the Competition, or to update or rectify such information, must be made in writing by sending a self-addressed envelope with your request to: "Top Oil - Home Heating Oil Competition, P1, East Point Business Park, Dublin3, D03 C825".

The Sponsor respects your right to privacy and will use your personal information only to conduct the Competition, and for the purpose as described in these Official Rules, and in accordance with any other permissions you have provided to the Sponsor. Subject to those other permissions, information collected is used solely to administer the Competition and is not sold, rented, or loaned to any third parties. No correspondence will be entered into except with selected winners, unless you have opted in to receive future offers and communications from the Sponsor. The Sponsor will handle your personal information in accordance with its privacy policies and practices, which can be accessed at <https://www.top.ie/privacy-policy/> or by contacting the privacy officer at <https://www.top.ie/contact-us/>; and in accordance with applicable laws. By completing and submitting a prize winner's Release Form you consent to the collection, use and disclosure of your personal information for the purposes stated in the Release Form.

You can request removal from the Competition at any time as described in Rule 10 below. If you request removal, you will be ineligible for any future draws in this Competition.

You can change your mind about receipt of special offers from the Sponsor at any time by contacting the Sponsor at [info@top.ie](mailto:info@top.ie) and including the following text in your subject line: REQUEST TO OPT-OUT OF RECEIVING SPECIAL HOME HEAT OFFERS. By requesting to opt-out, your entry will also be removed from the Competition.

The Sponsor's use of your name under Rule 11, if you are a prize winner, is based on the Sponsor's legitimate interests, and your right to object to inclusion of your name in a list of prize winners will be subject to the General Data Protection Regulation and the Data Protection Act 2018.

**10. Request to be removed:** You may specifically request to be completely removed from participation in the Competition by emailing [info@top.ie](mailto:info@top.ie) and including the following text in your subject line: REQUEST TO OPT OUT OF HOME HEAT COMPETITION. Please note that on removal your entry will be removed from the Competition.

**11. Winner's List:** The names of prize winners and a copy of the complete Official Rules can be requested by mail after February 16, 2021 by sending a self-addressed, stamped envelope to "Top Oil Win Free Fuel, P1, East Point Business Park, Dublin3, D03 C825". Please specify "Rules" and/or "Winner's List" with your request.

**12. General Terms and Conditions; Release and Waiver of Claims:** If you have not objected to participation in the Competition, you will be deemed to have agreed to and accept these Official Rules including the decisions of Competition Entities, which are final with respect to all matters relating to the Competition. This Competition is void outside the jurisdictions specified in these Official Rules and where prohibited by law and is subject to all applicable European Union and Irish laws and regulations. The Sponsor reserves the right to terminate or withdraw the Competition or to amend these Official Rules at any time, without prior notice. As a condition of acceptance of any Prize, you, your heirs, executors, administrators, and assigns, RELEASE AND FOREVER DISCHARGE the Competition Entities from and against, any and all Claims (which term includes without limitation all costs and liabilities of any kind (including solicitor fees), actions, claims, causes of action, or proceedings for damages), INCLUDING ANY CLAIMS ARISING FROM ANY ACT OF NEGLIGENCE OF THE COMPETITION ENTITIES, that you now have, or may hereafter have against the Competition Entities directly or indirectly resulting or arising from: (i) participation in the Competition, or the awarding, acceptance, use, or misuse of the Prize, or traveling to, preparing for, or participating in any Competition-related or Prize-related activity; or (ii) the publicity rights granted to the Competition Entities as described in the Publicity Release above. It is understood that there may be serious risks of bodily injury, death, or property damage associated with the awarding of, use or misuse of any Prize, and you voluntarily assume these risks. Nothing in these Rules will stop the Competition Entities being responsible if they have acted fraudulently or where law does not allow them to exclude or limit their liability. The entrant may be required to pay any taxes associated with the awarding of any Prize. Any claim or dispute with respect to the Competition, the Prize, or this Agreement shall be governed by Irish law and any proceedings in relation to any such claim or dispute shall be resolved exclusively by Irish courts. If any portion of these Official Rules is determined to be unenforceable by a court of law, all other parts of these Official Rules shall remain in full force and effect, and that the conditions and covenants herein shall be binding on the entrants' heirs and assigns.

PRIZES SHALL BE ACCEPTED "AS IS." IT IS UNDERSTOOD THAT THE COMPETITION ENTITIES HAVE NOT MADE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PRIZE, OR ANY SUBSTITUTE PRIZE. ALL ENTRIES AND PRIZE CLAIMS RECEIVED BECOME THE PROPERTY OF THE SPONSOR AND WILL NOT BE RETURNED. THE SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY THE COMPETITION IF FRAUD, TECHNICAL FAILURES INCLUDING WITHOUT LIMITATION ANY PRINTING, NETWORK, SERVER OR HARDWARE FAILURE OR ANY OTHER FACTOR BEYOND THE SPONSOR'S REASONABLE CONTROL IMPAIRS THE INTEGRITY OF THE COMPETITION AS DETERMINED BY THE SPONSOR IN ITS SOLE DISCRETION. IN THE EVENT

SUCH IMPAIRMENT RESULTS IN CANCELATION/MODIFICATION, THE SPONSOR RESERVES THE RIGHT TO SELECT WINNERS IN RANDOM DRAWINGS FROM AMONG ALL VALID ENTRIES/PRIZE CLAIMS RECEIVED AS OF THE TIME SUCH ACTION WAS TAKEN.

Prizes must be accepted as awarded and are not transferable. No prize substitutions or cash redemptions allowed except as provided herein. Total approximate value all available prizes: €1,200.00.

Any trade-marks used herein are the property of their respective owners.