

## **“Club CITGO Rivalry” Sweepstakes OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The “Club CITGO Rivalry” Sweepstakes (the “Sweepstakes”) is intended for legal residents of Michigan, and is subject only to the federal, state, and local laws of the United States and the state of Michigan. By participating, Entrants (as defined below) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by CITGO Petroleum Corporation, 1293 Eldridge Pkwy., Houston, TX 77077 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** Entrants must be legal United States residents of Michigan (MI), who are eighteen (18) years of age or older at the time of entry (“Entrant”). Employees, officers and representatives of the Sponsor, CITGO branded retail locations, any company that distributes CITGO fuel, The Buntin Group, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. Void where prohibited or restricted by law. (For the avoidance of doubt, any references in these Official Rules to Entrants shall also include the Entrants who are deemed Winners (as defined below)).

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on August 7, 2019 and ends at 11:59:59 p.m. ET on October 9, 2019 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for the Sweepstakes. Eligible Entrants may enter in one (1) of two (2) ways, as follows:

1. *Via the Mobile App* – During the Sweepstakes Period, the Sponsor will send a “Rivalry” Sweepstakes notification to app users. Those users who choose to follow the instructions to opt into the Sweepstakes can obtain daily entries via in-app Check-Ins (Entries only received after Entrant opts-in). A “Check-In” is measured by the Entrant (with their mobile device) being within 400 feet of a participating CITGO location. Entrant must have GPS / Location Services enabled in the app. **DO NOT CHECK IN WHILE OPERATING A MOVING VEHICLE.** If an Entrant is within the 400-foot distance, the Entrant can obtain one (1) entry by clicking the ‘Check-In’ button in the app sidebar or ‘Place Detail’ page. Check-Ins are limited to one (1) Check-In entry per Entrant per day.

***NOTE #1: To enter the Sweepstakes via the mobile app, Entrants must download the Club CITGO app to a personal mobile device/tablet through the appropriate app store and create/set***

*up a personal Club CITGO account within the app. Downloading the app and creating an account are free of charge, and no purchase is required to enter the Sweepstakes.*

2. *Via Mail* - During the Sweepstakes Period, eligible Entrants can also enter the Sweepstakes by mail. Entrants can obtain one (1) Sweepstakes entry by legible hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, and email address, and mailing the card in an envelope, with proper postage affixed, to: “Club CITGO Rivalry” Sweepstakes, PO Box 261, Macedon, NY 14502-0261. All entries must be postmarked by October 9, 2019, and received by October 14, 2019. The postmark date of each mail entry will serve as the date of entry. Mail-in entries are limited to one (1) entry per Entrant per day.

**During the Sweepstakes Period, there will be a limit of one (1) entry per person per mobile account/ mailing address per day, regardless of method of entry.** Sponsor reserves the right to disqualify any person that submits more than the maximum allowed entries. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) tampering, unauthorized intervention, (b) fraud, (c) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (as defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry and at the time of drawing. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of a Prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human

intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of a Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, deletion, defect, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** One (1) Prize drawing will be conducted by the Administrator. The random drawing will each be completed on or about October 15, 2019. The potential Prize Winners will be randomly selected from among all eligible entries received throughout the Sweepstakes Period. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winners will each be notified by the Administrator (or Sponsor) via email or phone. Approximate Retail Value ("ARV") of total prize pool is \$13,250. In the event of a dispute as to the identity of a Prize Winner whose entry was received via the mobile app, the Entrant will be deemed to be the natural person whose name is on the account within the app at the time of entry/at the time of the Prize drawing.

**PRIZES:** There will be **five (5) Grand Prizes and five (5) First Prizes** awarded. Each Grand Prize Winner ("Winner"), upon the Administrator's confirmation/verification of eligibility, will receive the following:

- Two (2) VIP Experience tickets to the University of Michigan vs Michigan State University football game (11/16/19) plus one (1) parking voucher
- \$500 Hotels.com gift card
- \$250 CITGO gift card
- \$250 Visa gift card
- \$250 in team gear

(Collectively; "Prize" or "Grand Prize") Each Grand Prize package has a total approximate retail value ("ARV") of \$2,450.

Each First Prize Winner (also; "Winner") will receive the following:

- \$100 CITGO gift card
- \$100 in team gear

(Collectively; "Prize" or "First Prize") Each First Prize package has a total ARV of \$200.

Total Prize Pool - \$13,250. Limit one (1) Prize per person per household. All other expenses associated with acceptance or use of a Prize are the responsibility of the Prize Winners. No substitution or transfer of Prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute a Prize with another prize of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting a Prize, the Prize Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize in question. The potential Grand Prize Winners must each sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize. **Note: The Affidavit sent to the potential Grand Prize Winner will require that the potential Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Prize Winners will each be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winners must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winners are solely responsible for all matters relating to the prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached by the Sponsor or Administrator or does not comply with notification instructions within seven (7) business days from the first notification attempt, or if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected for the Prize at issue.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prizes. The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at [www.fuelinggood.com/privacy-policy/](http://www.fuelinggood.com/privacy-policy/). By participating in the Sweepstakes and providing any applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**By entering the Sweepstakes via the mobile app, Entrants authorize the Sponsor to deliver or cause to be delivered to their cell phone number telemarketing calls and text messages using an automatic telephone dialing system, notwithstanding any other notification preferences previously indicated in the settings section of the Club CITGO app. Entrants are not required to consent to receive such calls or text messages as a condition of making any purchase.** Entrant's entry constitutes their electronic signature, and manifests their assent to the CITGO SMS Terms and Conditions at [www.fuelinggood.com/sms-terms](http://www.fuelinggood.com/sms-terms) and the CITGO Privacy Policy at [www.fuelinggood.com/privacy-policy](http://www.fuelinggood.com/privacy-policy). Entrant further agree that they are the primary owner of the phone number(s) associated with this Club CITGO account, and that any such phone numbers are incorporated by reference into the Sweepstakes Terms and Conditions, the CITGO SMS Terms and Conditions, and the CITGO Privacy Policy. Entrant may unsubscribe at any time by changing their notification preferences in the settings section of the Club CITGO app. **Message and Data Rates May Apply.**

**DISPUTES:** By entering the Sweepstakes, Entrants agree that: 1) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental, or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law and the state laws of Texas (without regard to any choice-of-law or conflict-of-rules of the state of Texas or any other jurisdiction). Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in Houston, Texas, and Entrants, Sponsor, and Administrator consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any Prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**MISCELLANEOUS:** These Official Rules, together with Sponsor's general Terms & Conditions (available at [www.fuelinggood.com/sms-terms/](http://www.fuelinggood.com/sms-terms/)), contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations

and understandings, whether oral or written, regarding the operation of the Sweepstakes. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the name, city and state of residence of each Winner, please send a self-addressed, stamped business size envelope by December 15, 2019, to: ASC/CITGO "Rivalry" Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.