

**MAPCO EXPRESS, INC.**  
**“Win 2010” Giveaway**

**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Entry into this Giveaway constitutes acceptance of these Official Rules.**

1. **ELIGIBILITY.** Open only to legal U.S. residents currently residing in **Alabama, Arkansas, Georgia, Kentucky, Tennessee, and Virginia**, who are 18 years of age or older at the time of entry. Individuals who are employees, officers, and directors of MAPCO Express, Inc. (“Sponsor”) (hereinafter, “MAPCO” or Sponsor), its parents, subsidiaries, and affiliated companies, advertising, and promotion agencies at any time during the Giveaway Period, and their respective IRS dependents, immediate family members and individuals residing in the same household, whether or not related, are not eligible. The term “immediate family members” includes spouses, parents, children, siblings, and in-laws.
2. **ENTRY.** The Giveaway begins on or about January 4, 2010 and ends on February 28, 2010 (“Giveaway Period”). Each calendar day during normal business hours of each participating MAPCO location during the Giveaway Period will constitute a separate giveaway, each a “Giveaway Day”. For purposes of the Giveaway and these Official Rules (“Rules”), all times are Central Time. Participants may enter at participating MAPCO locations during regular MAPCO business hours. Participants will enter the first time and provide requested contact information, including, but not limited to, their name, address, e-mail address, and phone number. Upon subsequent entries at any participating location, Participants, if they chose, will only need to provide their phone number or email address, along with answering any survey questions, to enter. Entries are limited to one entry (1) per day per person, per phone number, and per email address. Participants will enter by completing a brief computer survey and accepting the Rules on the designated computer system provided at participating MAPCO locations. Once the survey is completed and the Rules accepted, Participant will automatically receive one (1) entry into the applicable Giveaway Day’s Daily Drawing (as defined herein), subject to verification. MAPCO may allow paper entries only in the event of computer delays and/or malfunctions at a participating location and only for the duration of such computer delay or malfunction. In such case, Participants will fill out the required information and give it to the MAPCO employee to be entered electronically by MAPCO or its authorized representative. MAPCO reserves the right to substitute, change or otherwise modify the requested survey questions for one or more Giveaway Day(s).

All entries and materials submitted become the property of MAPCO and will not be acknowledged or returned. If entries exceed the entry limitations or are otherwise noncompliant, Participant may be disqualified in MAPCO’s sole discretion. Only complete entry forms are eligible. Lost, destroyed, incomplete, unreadable, or unintelligible entries will be disqualified.

3. **RANDOM DRAWINGS.** Each Daily Winner will be selected at random by MAPCO (or its authorized representative) on or about the 7<sup>th</sup> business day following each Giveaway Day during the Giveaway Period (each a “Daily Drawing”). Ten (10) Daily Winners will be selected at random from all eligible Entries received during each Giveaway Day.

On or about ten (10) business days following the conclusion of the Giveaway Period, a Grand Prize Drawing will occur where one (1) Grand Prize Winner and two (2) First Prize Winners will be selected by

Sponsor (or its authorized representative) from all eligible Daily entries received (winning and non-winning) through-out the Giveaway Period. All potential winners will be notified by telephone, e-mail and/or overnight mail, in MAPCO's sole discretion. Winners will be required to respond as directed to the notification within the time specified by MAPCO or forfeit the applicable prize and an alternate potential winner will be selected. Grand and First Prize Winners will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, and, where lawful, Publicity Release within five (5) business days of receipt of notification. Sponsor reserves the right to require such Release documents, where legal, from Daily Winners. In the event of noncompliance, or if prize notification is returned as undeliverable or release documents are not completed, notarized and returned within the time specified prize forfeiture will result and an alternate potential winner will be selected. Sponsor or its authorized third party will make three (3) attempts to contact a potential winner and if unsuccessful that prize will not be awarded. **All Entries received for a given Giveaway Day will NOT carry over into subsequent Giveaway Day drawings. However, all eligible Daily entries received will be carried over into the Grand and First Prize Drawing.**

#### 4. PRIZES.

DAILY PRIZES (560) (10 per day): \$20.10 awarded in the form of a MAPCO gift card. Total approximate retail value ("ARV") of all \$20.10 Daily Prizes to be given away: \$11,256.00.

FIRST PRIZES (2): \$2,010.00 awarded in the form of MAPCO gift card(s). Total ARV all First Prizes to be given away: \$4,020.00.

GRAND PRIZE (1): A 2010 Nissan® Murano® (Manufacturer's Suggested Retail Price of no more than \$35,000). All features, color and options determined by Sponsor in its sole and absolute discretion. Grand Prize winner is solely responsible for all local, state, and federal taxes and any other fees and/or costs (including title, license, registration, and insurance), incurred in claiming, registering, or using the vehicle prize. Grand Prize winner must possess and provide proof of a valid U.S. driver's license and proof of automobile insurance at time of prize award or else prize will be forfeited in its entirety. Winner must take delivery of the vehicle at a location designated by Sponsor within thirty (30) days of notification that the prize is available (this process might take 60 days or more from date of winner's confirmation).

Limit one (1) Daily Prize per person, address and/or household. Limit one (1) Grand Prize or First Prize per person, address and/or household. Prizes may not be substituted, transferred or exchanged in whole or in part except at the sole discretion of MAPCO. Gift cards are subject to the terms and conditions of issuer. Upon receipt of the Prize by Winner, MAPCO shall not be responsible for lost or stolen Prizes. Winners shall be responsible for any and all federal, state and/or local taxes resulting from acceptance of a Prize. All other expenses on the receipt and use of the Prize not specifically mentioned herein are solely the responsibility of the Winner. In no event shall Sponsor be responsible for awarding more than the stated number of prizes. All prize awards are subject to verification of eligibility and compliance with these Rules.

5. **ODDS OF WINNING.** Odds of winning a Daily Prize depend on the number of eligible entries received during each Giveaway Day. Odds of winning the Grand or First Prize depend on the number of eligible entries received during the Giveaway Period.

6. **CONDITIONS OF PARTICIPATION/INDEMNIFICATION.** By participating, Participant agrees to be bound by these Rules and the decisions of MAPCO, which shall be final and legally binding in all respects. MAPCO is not responsible for incorrect, inaccurate, or omitted entry information or any combination thereof, printing errors, or late or lost entries or for technical or hardware failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission which may limit user's ability to participate. Further, MAPCO is not responsible for any data corruption, theft,

destruction, unauthorized access to or alteration of entries or materials, or failure to collect or store entries. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR COMPUTER USED TO ENTER THE GIVEAWAY OR ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY ENTRANT AND TO SEEK REMEDIES AND DAMAGES, INCLUDING ATTORNEYS' FEES, TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION AND DISQUALIFICATION FROM THE GIVEAWAY.** Entrants agree by participating and/or accepting any Daily Prize that MAPCO Express, Inc., its parent, subsidiaries, and affiliated companies, units and divisions and advertising and promotional agencies, and each of their respective officers, directors, employees, representatives and agents ("Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against any and all threatened or actual actions, claims, liabilities damages, (including third party claims) personal or bodily injuries (including death or disability), liabilities, expenses (including reasonable attorney fees), losses or property damage ("Claims") arising in any manner, directly or indirectly, from or relating to this Giveaway, including entry and participation in the Giveaway and acceptance, possession, loss, use or misuse of any prize. By participating in the Giveaway, each Participant, including Winners, agrees to fully indemnify the Released Parties from any and all such threatened or actual Claims by third parties without limitation. By participating and accepting a prize, each Participant grants MAPCO and its authorized representatives (and agrees to further evidence such grant in writing if requested) the use of their name, photograph, image, likeness, biographical information, voice and/or video for advertising and promotional purpose in perpetuity in any and all media now known or hereafter developed (including without limitation the World Wide Web and Internet), without notice, review, approval or additional compensation, except where prohibited by law.

7. **GOVERNING LAW.** This Giveaway shall be governed by the laws of the state of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of laws. Any claims or actions regarding or arising out of the Giveaway shall be brought exclusively in a court of competent jurisdiction located in Davidson County, Tennessee, and Participants expressly consent to and waive any objections to the personal jurisdiction of such courts.
8. **PRIVACY POLICY.** In entering the Giveaway, MAPCO may collect Participant's name, address, phone number, e-mail address, and demographic information requested in the survey questions. MAPCO will not sell or otherwise distribute this information to any unrelated third party unless required by law or governmental order. This information will be used to administer Participant's participation in the Giveaway. Further, if Participants allow it, MAPCO may use this information to send Participant promotional information for MAPCO locations, including future surveys.
9. **PRIZE WINNERS LIST.** Each First and Grand Prize Winner's first initial, last name, hometown, and state will be disclosed on the Winner's List which will be distributed upon request and as required by law. For the names of the Winners, send a first class self-addressed stamped envelope to MAPCO Express Win 2010 Giveaway Winners List Request, 7102 Commerce Way, Brentwood, TN 37027 for receipt by March 4, 2010.
10. **RULES.** Rules are available at all participating MAPCO locations or online at [www.mapcoexpress.com](http://www.mapcoexpress.com).
11. **SPONSOR.** MAPCO Express, Inc., 7102 Commerce Way, Brentwood, TN 37027.