GasBuddy TANKSgiving Giveaway

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The GasBuddy TANKSgiving Giveaway (the "Giveaway") is open only to legal residents of the fifty (50) United States and D.C., who are at least eighteen (18) years old who are registered members of the Exxon Mobil Rewards+ program. Employees of GasBuddy, LLC, ExxonMobil, and each of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible (collectively, "Giveaway Entities"). The Giveaway is subject to all applicable laws, and is void where prohibited. Participation constitutes your full and unconditional agreement to these Official Rules and judges' decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: GasBuddy, LLC, 77 N. Washington Street, 4th Floor, Boston, MA 02114 USA.

3. Timing: The Giveaway begins on November 14, 2018 at 12:00:01 a.m. Eastern Time ("ET"), and ends on November 15, 2018 at 11:59:59 p.m. ET (the "Giveaway Period"). Sponsor's computer is the official timekeeping device for the Giveaway.

4. How to Enter: Registered Exxon Mobil Rewards+ members can visit gasbuddy.com/tanksgiving and complete the entry form. To become an Exxon Mobil Rewards+ member, scroll below the entry form to register for the program, all of which is free to do. All fields must be completed, including the registered Exxon Mobil Rewards+ card number or alt ID. Incomplete entries are void.

   Limit one (1) entry per person. Entrants must be fully registered Exxon Mobil Rewards+ members to participate in the Giveaway. No sharing of email addresses or other identification allowed. Any attempt to enter more than once may result in disqualification from this and any other promotional offerings from GasBuddy. No responsibility is assumed for lost, late, misdirected, incomplete, or damaged entries or for any failed or interrupted electronic communications.

   Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, promotion entry services) will void all entries by that entrant. In the event of a dispute as to the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address provided in the entry. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

5. Winner Selection & Notification: One (1) drawing will occur to select one thousand (1,000) winners from among all eligible entries received as of 11:59:59 p.m. ET the day before the date of the drawing. The drawing will occur on or around November 18, 2018. Potential winners will be
notified using the contact information submitted at the time of entry. If a potential winner does not respond within 72 hours after the first attempted notification with all requested information to enable validation of eligibility and delivery of prize, he/she may be disqualified and an alternate winner may be selected. Similarly, if any initial notification is returned as non-deliverable, potential winner will be disqualified and an alternate winner may be selected. Each potential winner may be required to sign and return an Affidavit of Eligibility, and a Liability and Publicity Release. If any eligible potential winner is a minor under the laws of his/her state of residence, then a parent or legal guardian must sign all required documents. Failure to provide any documents when requested may result in disqualification and selection of an alternate winner, time permitting.

6. Prizes/Odds: One thousand (1,000) prizes are available: $20.00 in Exxon Mobil Rewards+ Points to be used at participating ExxonMobil stations in the U.S. Prize is non-transferable and no prize substitution or cash equivalent is offered, except at the sole discretion of Sponsor in the event any advertised prize becomes unavailable.

   Odds: Odds of winning depend on the number of eligible entries received.

7. Release: By receipt of any prize, winners agree to release and hold harmless the Giveaway Entities and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of any prize. For New Jersey residents, the limitations set forth above are inapplicable where attorneys’ fees, court costs, or other damages are mandated by statute.

8. Publicity: Except where prohibited, participation in the Giveaway constitutes each winner’s consent to Sponsor’s and its agents’ use of winner’s name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion, in which case winners will be selected from the eligible entries received that are not affected by the problem, if possible. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any person’s participation in the Giveaway or receipt or use or misuse of any prize. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each participant’s sole and exclusive remedy in such circumstances.

11. **Disputes:** By entering, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; and (iii) under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws, and by entering you consent to the exclusive jurisdiction of the state and federal courts in Massachusetts, for resolution of any disputes relating to the Giveaway and waive any objection thereto.

11. **Privacy:** Information collected from participants is subject to Sponsor’s Privacy Policy [http://www.gasbuddy.com/gb_privacy.aspx](http://www.gasbuddy.com/gb_privacy.aspx).

12. **Winner List:** For a list of winners, available approximately two weeks after the end of the Giveaway Period, send a self-addressed, stamped envelope to “GasBuddy TANKSgiving Giveaway Winner List,” c/o GasBuddy, 77 N. Washington Street, 4th Floor, Boston, MA 02114 USA. Requests must be received within 30 days after the end of the Giveaway Period.