

**September 2018 Giant Express Rewards “Free Gas for a Year”¹ Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **20 Ounce bottles of 7UP, A&W, CANADA DRY, SUNKIST OR SQUIRT**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

¹ Winner will receive a coupon redeemable for a \$45 Giant gift card loaded on to their Giant Express Rewards tag every week for fifty-two (52) consecutive weeks.

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Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 1, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner: One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One (1) Prize Winner will receive a coupon redeemable for a \$45 Giant gift card loaded on to their Giant Express Rewards tag every week for fifty-two (52) consecutive weeks (total combined value of \$2,340) to be used at any GIANT®, Howdy's® or other brand convenience store location operated by Sponsor. The estimated retail value of the Prize is \$2,340. Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions, including those of the Giant Express Rewards gift card, apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

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Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

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- 1) Purchase the following product in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **Gardetto’s 4.5 – 5.5 ounce bags**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
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Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 1, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner: One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One (1) Prize Winner will receive a coupon redeemable for a \$45 Giant gift card loaded on to their Giant Express Rewards tag every week for fifty-two (52) consecutive weeks (total combined value of \$2,340) to be used at any GIANT®, Howdy's® or other brand convenience store location operated by Sponsor. The estimated retail value of the Prize is \$2,340. Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions, including those of the Giant Express Rewards gift card, apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**September 2018 Giant Express Rewards “Free Gas for a Year”¹ Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase the following product in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **Gehls Nachos**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

¹ Winner will receive a coupon redeemable for a \$45 Giant gift card loaded on to their Giant Express Rewards tag every week for fifty-two (52) consecutive weeks.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 1, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner: One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One (1) Prize Winner will receive a coupon redeemable for a \$45 Giant gift card loaded on to their Giant Express Rewards tag every week for fifty-two (52) consecutive weeks (total combined value of \$2,340) to be used at any GIANT®, Howdy's® or other brand convenience store location operated by Sponsor. The estimated retail value of the Prize is \$2,340. Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions, including those of the Giant Express Rewards gift card, apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**September 2018 Giant Express Rewards “\$250 Giant Gift Card”¹ Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **Arrowhead one (1) liter bottles**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

¹ Winner will receive a coupon redeemable for a \$250 Giant gift card loaded on to their Giant Express Rewards tag.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 1, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner: One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One (1) Prize Winner will receive a coupon redeemable for a \$250 Giant gift card loaded on to their Giant Express Rewards tag to be used at any GIANT®, Howdy's® or other brand convenience store location operated by Sponsor. The estimated retail value of the Prize is \$250. Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions, including those of the Giant Express Rewards gift card, apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**September 2018 Giant Express Rewards “Monster NASCAR” Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **Monster, NOS or Import 18.6-24 ounce cans**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any

attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 4, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner(s): One (1) Grand Prize Winner and five (5) Runner-Up Winners will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Notification of Potential Prize Winner: The Prize Winner(s) will be notified by email and/or phone via the contact information registered with the Giant Express Rewards program and/or contained on the mail-in entry that he or she has won the Prize. Prize Winner(s) may be notified by Sponsor or Sponsor's marketing co-sponsor and participants expressly consent to disclosure of the information contained in his/her Entry with any co-sponsor for the limited purpose of selection of and notification to Prize Winner and delivery of the Prize. If a Prize Winner does not acknowledge acceptance of a Prize within **three (3) days** after being notified that he or she is the Prize Winner and follow the instructions provided within such notification, or fails to claim the Prize at the time and date directed by Sponsor, another Prize Winner will be chosen from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for the Prize. In the event no Prize Winner or alternate prize winner successfully claims the Prize, the Prize will be forfeited.

Requirements of Prize Winner: Sponsor may require the Prize Winner(s) to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If a Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, the Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One (1) Grand Prize Winner will receive two (2) VIP tickets to a NASCAR event in Phoenix on November 6, 2018; access to Monster hospitality track viewing area; ride for one (1) in event pace car (time TBD); and pit passes for access to garages before and during race. The estimated retail value of the Grand Prize is \$1,500.

Five (5) runner-up Prize Winners will each win a decorative Monster Car hood. The estimated retail value of the Runner-Up Prize is \$400 per Prize.

Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. No participant may be awarded more than one Prize for the Entry Period. The Prize shall be delivered to the Prize Winner in the manner and at the place or time determined by the Sponsor in its sole discretion, and may be delivered by the co-sponsor of the contest, if any.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CO-SPONSORS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN

CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**Fall 2018 Giant Express Rewards “BODYARMOR Golf Prize Package (1L)” Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **BODYARMOR one (1) liter water bottles**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any

attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 4, 2018, at 12:00 a.m. and ends on October 31, 2018, at 11:59 p.m. MST.

Selection of Winner(s): One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Notification of Potential Prize Winner: The Prize Winner will be notified by email and/or phone via the contact information registered with the Giant Express Rewards program and/or contained on the mail-in entry that he or she has won the Prize. Prize Winner may be notified by Sponsor or Sponsor's marketing co-sponsor and participants expressly consent to disclosure of the information contained in his/her Entry with any co-sponsor for the limited purpose of selection of and notification to Prize Winner and delivery of the Prize. If a Prize Winner does not acknowledge acceptance of a Prize within **three (3) days** after being notified that he or she is the Prize Winner and follow the instructions provided within such notification, or fails to claim the Prize at the time and date directed by Sponsor, another Prize Winner will be chosen from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for the Prize. In the event no Prize Winner or alternate prize winner successfully claims the Prize, the Prize will be forfeited.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If a Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, the Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One Prize Winner will receive one (1) BODYARMOR branded TaylorMade Golf Bag, one (1) BODYARMOR branded driver head cover, one (1) dozen BODYARMOR branded golf balls, and one (1) \$200 Giant gift card. The estimated retail value of the Prize is \$550.

Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. No participant may be awarded more than one Prize for the Entry Period. The Prize shall be delivered to the Prize Winner in the manner and at the place or time determined by the Sponsor in its sole discretion, and may be delivered by the co-sponsor of the contest, if any.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CO-SPONSORS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**Fall 2018 Giant Express Rewards "BODYARMOR Golf Prize Package (28oz)" Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor's affiliates and Sponsor's, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC ("Sponsor"), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **BODYARMOR twenty-eight (28) ounce water bottles**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any

attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 4, 2018, at 12:00 a.m. and ends on October 31, 2018, at 11:59 p.m. MST.

Selection of Winner(s): One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Notification of Potential Prize Winner: The Prize Winner will be notified by email and/or phone via the contact information registered with the Giant Express Rewards program and/or contained on the mail-in entry that he or she has won the Prize. Prize Winner may be notified by Sponsor or Sponsor's marketing co-sponsor and participants expressly consent to disclosure of the information contained in his/her Entry with any co-sponsor for the limited purpose of selection of and notification to Prize Winner and delivery of the Prize. If a Prize Winner does not acknowledge acceptance of a Prize within **three (3) days** after being notified that he or she is the Prize Winner and follow the instructions provided within such notification, or fails to claim the Prize at the time and date directed by Sponsor, another Prize Winner will be chosen from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for the Prize. In the event no Prize Winner or alternate prize winner successfully claims the Prize, the Prize will be forfeited.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If a Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, the Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One Prize Winner will receive one (1) BODYARMOR branded TaylorMade Golf Bag, one (1) BODYARMOR branded driver head cover, one (1) dozen BODYARMOR branded golf balls, and one (1) \$200 Giant gift card. The estimated retail value of the Prize is \$550.

Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. No participant may be awarded more than one Prize for the Entry Period. The Prize shall be delivered to the Prize Winner in the manner and at the place or time determined by the Sponsor in its sole discretion, and may be delivered by the co-sponsor of the contest, if any.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CO-SPONSORS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

**September 2018 Giant Express Rewards “Xyience” Sweepstakes
Terms and Conditions**

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

Eligibility: Except as otherwise set forth in this paragraph, the contest is open to legal residents of Arizona, Colorado, New Mexico and Texas who are at least 18 years of age and who are members of the **Giant Express Rewards** program with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and email address. Employees or officers of Sponsor or Sponsor’s affiliates and Sponsor’s, together with members of their households and immediate families (spouses, parents, children, siblings and grandchildren) are not eligible to enter or win. Participants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Western Refining Retail, LLC (“Sponsor”), ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.

Agreement to Terms and Conditions: By participating in this contest, entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor in its sole discretion. All decisions of Sponsor regarding this contest are final and binding.

How to Enter: Participants may enter during the Entry Period as outlined below:

- 1) Purchase two (2) of the following products in a single transaction when using your Giant Express Rewards tag registered with first name, last name, address, date of birth, phone number and email address: **Xyience 16 ounce cans**. Each such purchase transaction during the Entry Period constitutes one (1) entry by the participant during the entry period. Such entries received before or after the Entry Period are void; or
- 2) Send a letter or a mail-in entry form which is available at participating locations in a stamped envelope to the Sponsor at the address above with the following information: First Name, Last Name, address, Promotion name, Giant Express Rewards number, valid email address and telephone number. If entering by mail, each entry must be mailed separately in a hand-addressed, postmarked envelope. No photocopied or mechanically reproduced entries or envelopes accepted. Each separately mailed entry during the Entry Period constitutes one (1) entry by the participant during the Entry Period. Mailed entries must be postmarked within the Entry Period and received by seven (7) days following the expiration of the Entry Period. Entries received before the Entry period begins or after the expiration of seven (7) days following expiration of the Entry Period are void.

Giant Express Rewards tags may be obtained at no charge at participating locations operated by Sponsor.

By entering, all entrants consent to the use by Sponsor of all the information provided in the entries for administration of the contest and for marketing and/or sales promotional purposes without any

attribution, identification, right of review or compensation. Entries submitted without complete identifying information or submitted inaccurately will not be eligible to win. Eligibility shall be determined at the sole discretion of Sponsor.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed mail delivery, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic, mail, or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this contest and award a prize from entries received up to the time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this contest.

Entry Period: The contest begins on September 1, 2018, at 12:00 a.m. and ends on September 30, 2018, at 11:59 p.m. MST.

Selection of Winner(s): One (1) Prize Winner will be selected by a random drawing on or about seven (7) days following the expiration of the Entry Period, from the number of eligible entries received during the Entry Period. The odds of winning depend on the number of entries received.

Notification of Potential Prize Winner: The Prize Winner will be notified by email and/or phone via the contact information registered with the Giant Express Rewards program and/or contained on the mail-in entry that he or she has won the Prize. Prize Winner may be notified by Sponsor or Sponsor's marketing co-sponsor and participants expressly consent to disclosure of the information contained in his/her Entry with any co-sponsor for the limited purpose of selection of and notification to Prize Winner and delivery of the Prize. If a Prize Winner does not acknowledge acceptance of a Prize within **three (3) days** after being notified that he or she is the Prize Winner and follow the instructions provided within such notification, or fails to claim the Prize at the time and date directed by Sponsor, another Prize Winner will be chosen from the remaining valid entries using the procedure specified above. No more than three (3) alternate prize winners will be selected for the Prize. In the event no Prize Winner or alternate prize winner successfully claims the Prize, the Prize will be forfeited.

Requirements of Prize Winner: Sponsor may require the Prize Winner to sign and return an affidavit of eligibility and publicity/liability release, wherever lawful, as a precondition to award of the Prize. If a Prize Winner fails to sign and return the requested documents to Sponsor, or fails to provide a photograph, if requested, the Prize Winner may be disqualified, and the Prize will thereafter be awarded to an alternate, randomly-selected Prize Winner from the remaining valid entries using the procedure specified above.

Prize: One Prize Winner will receive one (1) Yeti Backflip 24 cooler. The estimated retail value of the Prize is \$250.

Sponsor will not replace a lost, mutilated, or stolen Prize. Standard terms and conditions apply. Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of the Prize. The Prize may not be sold, assigned, transferred, changed, exchanged, substituted, or redeemed for cash. No participant may be awarded more than one Prize for the Entry Period. The Prize shall be delivered to the Prize Winner in the manner and at the place or time determined by the Sponsor in its sole discretion, and may be delivered by the co-sponsor of the contest, if any.

Taxes, if any, are the sole responsibility of each Prize Winner. Sponsor reserves the right to substitute a different Prize of approximately equivalent or greater value in its sole discretion. All decisions concerning the award of the Prize shall be final and within Sponsor's sole discretion.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, AFFILIATED COMPANIES, AND SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, CO-SPONSORS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. ENTRANTS AGREE THAT RELEASEES ARE NOT LIABLE FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING FROM PARTICIPATION IN THIS CONTEST AND ACCEPTANCE, POSSESSION AND USE OF ANY PRIZE. RELEASEES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE, THE PRIZE WINNER CONSENTS TO THE USE OF HIS OR HER NAME, BUSINESS NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN THE COUNTY OF BEXAR, TEXAS; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, 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 TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

Contest Results and Terms and Conditions: To obtain the identity of the Prize Winner and/or a copy of these Terms and Conditions, send a self-addressed stamped envelope to Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington Blvd., Suite 101, Tempe, Arizona 85281.