

Giant Express Rewards Pepsi Sweepstakes

Official Rules/Terms & Conditions

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE.

1. HOW IT WORKS:

From January 2, 2019 through January 30, 2019, or while supplies last, contestants may visit participating Western Refining Retail, LLC ("Sponsor") locations and earn a chance to win the Prize specified below.

2. ELIGIBILITY:

Open to legal U.S. residents who reside in AZ, CO, NM or TX who are 18 years of age or older at time of entry and who are Giant Express Rewards members with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and Email address ("Contestant"). Giant Express Rewards membership may be obtained at no charge at participating locations operated by Sponsor. Email and phone will be used for notification purposes only unless member "opts" in to receive marketing offers. Void where prohibited by law. Employees of Sponsor, its parent corporation, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household of each) are not eligible.

3. HOW TO PLAY:

From January 2, 2019 through January 30, 2019, or while supplies last, an eligible Contestant who resides in a participating state may make any purchase of two (2) or more Pepsi 20 oz bottles with a registered Giant Express Rewards tag inside participating Sponsor location.

4. HOW TO PLAY WITHOUT PURCHASE:

To enter by mail without a purchase, print your complete name, Giant Express Rewards membership number, complete mailing address (no P.O. boxes), city, state, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, and email address on a 3" x 5" card or on a mail-in entry form which is available at participating locations and mail your entry with first-class postage to: Pepsi Sweepstakes, ATTN: C. Gebo, 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281. Limit ten (10) entries per household per day. Each entry must be mailed in a separate envelope, and all entries must be received by Sponsor by 11:59 PM MST on January 30, 2019. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. The chances of winning for a mail in entry is equal to the chances of winning via in-store purchase entry.

5. CONDITIONS OF PARTICIPATION:

No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Giant Express Rewards tags.

6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

Prize	Total Available	ARV	TOTAL ARV
\$100 NFL.com Gift Card	1	\$100	\$100

7. INDEMNIFICATION AND WAIVER:

By participating in this Promotion and/or accepting a prize, Contestants/winners agree to indemnify, defend, release and hold harmless Sponsor, its parents, affiliates, and subsidiaries, and each of their officers, directors, employees, partners, suppliers, distributors, advertising and promotional agencies, agents, successors and assigns (collectively, the "Releasees") from and against any claim or cause of action arising in whole or in part, directly or indirectly out of participation in this Promotion, and the acceptance, possession, use or mis-use of any prize including but not limited to from and against any claims made by winners, Contestants, or any other third parties. Contestants/winners agree that Releasees are not liable for injuries (including death), losses or damages of any kind to any person or any property arising in whole or in part, directly or indirectly from participation in this Promotion and acceptance, possession, use or mis-use of any prize and hereby WAIVE any such claims against Releasees.

8. INTERNET:

In the event of a dispute as to any registration or play, the authorized account holder of the Giant Express Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Giant Express Rewards account by Sponsor or other entity responsible for assigning Giant Express Rewards accounts for the Sponsor. Potential winners may be required to

show proof of being the authorized account holder. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Promotion. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. GOVERNING LAW; DISPUTES:

Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Ohio State Court located in Montgomery County, Ohio; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

10. SPONSOR and ADMINISTRATOR:

Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington St., Suite 101, Tempe, Arizona 85281.

Giant Express Rewards Core Hydration Sweepstakes

Official Rules/Terms & Conditions

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE.

1. HOW IT WORKS:

From January 2, 2019 through January 30, 2019, or while supplies last, contestants may visit participating Western Refining Retail, LLC ("Sponsor") locations and earn a chance to win the Prize specified below.

2. ELIGIBILITY:

Open to legal U.S. residents who reside in AZ, CO, NM or TX who are 18 years of age or older at time of entry and who are Giant Express Rewards members with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and Email address ("Contestant"). Giant Express Rewards membership may be obtained at no charge at participating locations operated by Sponsor. Email and phone will be used for notification purposes only unless member "opts" in to receive marketing offers. Void where prohibited by law. Employees of Sponsor, its parent corporation, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household of each) are not eligible.

3. HOW TO PLAY:

From January 2, 2019 through January 30, 2019, or while supplies last, an eligible Contestant who resides in a participating state may make any purchase of two (2) or more Core Hydration 30 oz bottles with a registered Giant Express Rewards tag inside participating Sponsor location.

4. HOW TO PLAY WITHOUT PURCHASE:

To enter by mail without a purchase, print your complete name, Giant Express Rewards membership number, complete mailing address (no P.O. boxes), city, state, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, and email address on a 3" x 5" card or on a mail-in entry form which is available at participating locations and mail your entry with first-class postage to: Core Hydration Sweepstakes, ATTN: C. Gebo, 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281. Limit ten (10) entries per household per day. Each entry must be mailed in a separate envelope, and all entries must be received by Sponsor by 11:59 PM MST on January 30, 2019. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. The chances of winning for a mail in entry is equal to the chances of winning via in-store purchase entry.

5. CONDITIONS OF PARTICIPATION:

No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Giant Express Rewards tags.

6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

Prize	Total Available	ARV	TOTAL ARV
Yeti Roadie 20 Cooler	1	\$200	\$200

7. INDEMNIFICATION AND WAIVER:

By participating in this Promotion and/or accepting a prize, Contestants/winners agree to indemnify, defend, release and hold harmless Sponsor, its parents, affiliates, and subsidiaries, and each of their officers, directors, employees, partners, suppliers, distributors, advertising and promotional agencies, agents, successors and assigns (collectively, the "Releasees") from and against any claim or cause of action arising in whole or in part, directly or indirectly out of participation in this Promotion, and the acceptance, possession, use or mis-use of any prize including but not limited to from and against any claims made by winners, Contestants, or any other third parties. Contestants/winners agree that Releasees are not liable for injuries (including death), losses or damages of any kind to any person or any property arising in whole or in part, directly or indirectly from participation in this Promotion and acceptance, possession, use or mis-use of any prize and hereby WAIVE any such claims against Releasees.

8. INTERNET:

In the event of a dispute as to any registration or play, the authorized account holder of the Giant Express Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Giant Express Rewards account by Sponsor or other entity responsible for assigning Giant Express Rewards accounts for the Sponsor. Potential winners may be required to

show proof of being the authorized account holder. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Promotion. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. GOVERNING LAW; DISPUTES:

Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Ohio State Court located in Montgomery County, Ohio; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

10. SPONSOR and ADMINISTRATOR:

Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington St., Suite 101, Tempe, Arizona 85281.

Giant Express Rewards Skittles Sweepstakes

Official Rules/Terms & Conditions

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE.

1. HOW IT WORKS:

From January 2, 2019 through January 30, 2019, or while supplies last, contestants may visit participating Western Refining Retail, LLC ("Sponsor") locations and earn a chance to win the Prize specified below.

2. ELIGIBILITY:

Open to legal U.S. residents who reside in AZ, CO, NM or TX who are 18 years of age or older at time of entry and who are Giant Express Rewards members with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and Email address ("Contestant"). Giant Express Rewards membership may be obtained at no charge at participating locations operated by Sponsor. Email and phone will be used for notification purposes only unless member "opts" in to receive marketing offers. Void where prohibited by law. Employees of Sponsor, its parent corporation, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household of each) are not eligible.

3. HOW TO PLAY:

From January 2, 2019 through January 30, 2019, or while supplies last, an eligible Contestant who resides in a participating state may make any purchase of two (2) or more Skittles king size products with a registered Giant Express Rewards tag inside participating Sponsor location.

4. HOW TO PLAY WITHOUT PURCHASE:

To enter by mail without a purchase, print your complete name, Giant Express Rewards membership number, complete mailing address (no P.O. boxes), city, state, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, and email address on a 3" x 5" card or on a mail-in entry form which is available at participating locations and mail your entry with first-class postage to: Skittles Sweepstakes, ATTN: C. Gebo, 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281. Limit ten (10) entries per household per day. Each entry must be mailed in a separate envelope, and all entries must be received by Sponsor by 11:59 PM MST on January 30, 2019. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. The chances of winning for a mail in entry is equal to the chances of winning via in-store purchase entry.

5. CONDITIONS OF PARTICIPATION:

No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Giant Express Rewards tags.

6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

Prize	Total Available	ARV	TOTAL ARV
\$500 Giant Gift Card ¹	5	\$500	\$2,500

7. INDEMNIFICATION AND WAIVER:

By participating in this Promotion and/or accepting a prize, Contestants/winners agree to indemnify, defend, release and hold harmless Sponsor, its parents, affiliates, and subsidiaries, and each of their officers, directors, employees, partners, suppliers, distributors, advertising and promotional agencies, agents, successors and assigns (collectively, the "Releasees") from and against any claim or cause of action arising in whole or in part, directly or indirectly out of participation in this Promotion, and the acceptance, possession, use or mis-use of any prize including but not limited to from and against any claims made by winners, Contestants, or any other third parties. Contestants/winners agree that Releasees are not liable for injuries (including death), losses or damages of any kind to any person or any property arising in whole or in part, directly or indirectly from participation in this Promotion and acceptance, possession, use or mis-use of any prize and hereby WAIVE any such claims against Releasees.

8. INTERNET:

In the event of a dispute as to any registration or play, the authorized account holder of the Giant Express Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Giant

¹ Winner will receive a coupon redeemable for a \$500 Giant gift card loaded on to their Giant Express Rewards tag.

Express Rewards account by Sponsor or other entity responsible for assigning Giant Express Rewards accounts for the Sponsor. Potential winners may be required to show proof of being the authorized account holder. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Promotion. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. GOVERNING LAW; DISPUTES:

Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Ohio State Court located in Montgomery County, Ohio; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

10. SPONSOR and ADMINISTRATOR:

Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington St., Suite 101, Tempe, Arizona 85281.

Giant Express Rewards Nature Valley Sweepstakes

Official Rules/Terms & Conditions

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE.

1. HOW IT WORKS:

From January 2, 2019 through January 30, 2019, or while supplies last, contestants may visit participating Western Refining Retail, LLC ("Sponsor") locations and earn a chance to win the Prize specified below.

2. ELIGIBILITY:

Open to legal U.S. residents who reside in AZ, CO, NM or TX who are 18 years of age or older at time of entry and who are Giant Express Rewards members with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and Email address ("Contestant"). Giant Express Rewards membership may be obtained at no charge at participating locations operated by Sponsor. Email and phone will be used for notification purposes only unless member "opts" in to receive marketing offers. Void where prohibited by law. Employees of Sponsor, its parent corporation, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household of each) are not eligible.

3. HOW TO PLAY:

From January 2, 2019 through January 30, 2019, or while supplies last, an eligible Contestant who resides in a participating state may make any purchase of two (2) or more Nature Valley Granola bar products with a registered Giant Express Rewards tag inside participating Sponsor location.

4. HOW TO PLAY WITHOUT PURCHASE:

To enter by mail without a purchase, print your complete name, Giant Express Rewards membership number, complete mailing address (no P.O. boxes), city, state, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, and email address on a 3" x 5" card or on a mail-in entry form which is available at participating locations and mail your entry with first-class postage to: Nature Valley Sweepstakes, ATTN: C. Gebo, 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281. Limit ten (10) entries per household per day. Each entry must be mailed in a separate envelope, and all entries must be received by Sponsor by 11:59 PM MST on January 30, 2019. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. The chances of winning for a mail in entry is equal to the chances of winning via in-store purchase entry.

5. CONDITIONS OF PARTICIPATION:

No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Giant Express Rewards tags.

6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

Prize	Total Available	ARV	TOTAL ARV
\$500 Giant Gift Card ¹	5	\$500	\$2,500

7. INDEMNIFICATION AND WAIVER:

By participating in this Promotion and/or accepting a prize, Contestants/winners agree to indemnify, defend, release and hold harmless Sponsor, its parents, affiliates, and subsidiaries, and each of their officers, directors, employees, partners, suppliers, distributors, advertising and promotional agencies, agents, successors and assigns (collectively, the "Releasees") from and against any claim or cause of action arising in whole or in part, directly or indirectly out of participation in this Promotion, and the acceptance, possession, use or mis-use of any prize including but not limited to from and against any claims made by winners, Contestants, or any other third parties. Contestants/winners agree that Releasees are not liable for injuries (including death), losses or damages of any kind to any person or any property arising in whole or in part, directly or indirectly from participation in this Promotion and acceptance, possession, use or mis-use of any prize and hereby WAIVE any such claims against Releasees.

8. INTERNET:

In the event of a dispute as to any registration or play, the authorized account holder of the Giant Express Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Giant

¹ Winner will receive a coupon redeemable for a \$500 Giant gift card loaded on to their Giant Express Rewards tag.

Express Rewards account by Sponsor or other entity responsible for assigning Giant Express Rewards accounts for the Sponsor. Potential winners may be required to show proof of being the authorized account holder. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Promotion. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. GOVERNING LAW; DISPUTES:

Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Ohio State Court located in Montgomery County, Ohio; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

10. SPONSOR and ADMINISTRATOR:

Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington St., Suite 101, Tempe, Arizona 85281.

Giant Express Rewards Nesquik Sweepstakes

Official Rules/Terms & Conditions

NO PURCHASE NECESSARY TO PLAY OR WIN A PRIZE.

1. HOW IT WORKS:

From January 2, 2019 through January 30, 2019, or while supplies last, contestants may visit participating Western Refining Retail, LLC ("Sponsor") locations and earn a chance to win the Prize specified below.

2. ELIGIBILITY:

Open to legal U.S. residents who reside in AZ, CO, NM or TX who are 18 years of age or older at time of entry and who are Giant Express Rewards members with the following true and correct information registered in connection therewith: first name, last name, address, date of birth, phone number and Email address ("Contestant"). Giant Express Rewards membership may be obtained at no charge at participating locations operated by Sponsor. Email and phone will be used for notification purposes only unless member "opts" in to receive marketing offers. Void where prohibited by law. Employees of Sponsor, its parent corporation, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (and members of their immediate family and/or those living in the same household of each) are not eligible.

3. HOW TO PLAY:

From January 2, 2019 through January 30, 2019, or while supplies last, an eligible Contestant who resides in a participating state may make any purchase of two (2) or more Nesquik 14 oz bottles with a registered Giant Express Rewards tag inside participating Sponsor location.

4. HOW TO PLAY WITHOUT PURCHASE:

To enter by mail without a purchase, print your complete name, Giant Express Rewards membership number, complete mailing address (no P.O. boxes), city, state, zip code, date of birth (mm/dd/yyyy), valid daytime and evening phone numbers, and email address on a 3" x 5" card or on a mail-in entry form which is available at participating locations and mail your entry with first-class postage to: Nesquik Sweepstakes, ATTN: C. Gebo, 1250 W. Washington Street, Suite 101, Tempe, Arizona 85281. Limit ten (10) entries per household per day. Each entry must be mailed in a separate envelope, and all entries must be received by Sponsor by 11:59 PM MST on January 30, 2019. Failure to comply with this or any other Official Rules will result in disqualification. No mechanically reproduced entries are permitted. Illegible or incomplete entries are void. Not responsible for lost, late, damaged, postage due, misdirected entries or entries not received by the entry deadline. The chances of winning for a mail in entry is equal to the chances of winning via in-store purchase entry.

5. CONDITIONS OF PARTICIPATION:

No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately obtained and/or used in accordance with these Official Rules are void. Use of any automated system to participate is prohibited and will result in disqualification. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. No transfer, assignment or substitution of a prize will be permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event the advertised prize is unavailable. All federal, state and local laws and regulations apply. Contestants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this sweepstakes. Acceptance of a prize constitutes permission for Sponsor and its agencies to use winner's name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize. Sponsor is not responsible for lost, stolen, or damaged Giant Express Rewards tags.

6. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

Prize	Total Available	ARV	TOTAL ARV
\$500 Giant Gift Card ¹	5	\$500	\$2,500

7. INDEMNIFICATION AND WAIVER:

By participating in this Promotion and/or accepting a prize, Contestants/winners agree to indemnify, defend, release and hold harmless Sponsor, its parents, affiliates, and subsidiaries, and each of their officers, directors, employees, partners, suppliers, distributors, advertising and promotional agencies, agents, successors and assigns (collectively, the "Releasees") from and against any claim or cause of action arising in whole or in part, directly or indirectly out of participation in this Promotion, and the acceptance, possession, use or mis-use of any prize including but not limited to from and against any claims made by winners, Contestants, or any other third parties. Contestants/winners agree that Releasees are not liable for injuries (including death), losses or damages of any kind to any person or any property arising in whole or in part, directly or indirectly from participation in this Promotion and acceptance, possession, use or mis-use of any prize and hereby WAIVE any such claims against Releasees.

8. INTERNET:

In the event of a dispute as to any registration or play, the authorized account holder of the Giant Express Rewards account will be deemed to be the registrant or Contestant. The "authorized account holder" is the natural person assigned a Giant

¹ Winner will receive a coupon redeemable for a \$500 Giant gift card loaded on to their Giant Express Rewards tag.

Express Rewards account by Sponsor or other entity responsible for assigning Giant Express Rewards accounts for the Sponsor. Potential winners may be required to show proof of being the authorized account holder. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Promotion. Sponsor reserves the right, but not the obligation, to randomly select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. **Caution:** Any attempt by any individual to deliberately damage any Web site or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

9. GOVERNING LAW; DISPUTES:

Contestant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Ohio or the appropriate Ohio State Court located in Montgomery County, Ohio; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will a Contestant be permitted to obtain awards for and Contestant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestant and Sponsor, shall be construed and governed by the laws of the state of Ohio, without regard to conflicts of law rules.

10. SPONSOR and ADMINISTRATOR:

Western Refining Retail, LLC, ATTN: Retail Marketing, 1250 W. Washington St., Suite 101, Tempe, Arizona 85281.