

## THE FUEL REWARDS NETWORK™ FUEL FOR A YEAR PROMOTION

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR LOCATED OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. VOID IN NEW JERSEY, VIRGINIA AND WHERE PROHIBITED BY LAW. MEMBERSHIP IN THE FUEL REWARDS NETWORK™ PROGRAM IS REQUIRED.

- 1. PROMOTION DESCRIPTION:** The “Fuel Rewards Network™ Fuel for a Year” Promotion (“the **Promotion**”) is sponsored by Excentus Corporation (the “**Sponsor**”). The Promotion starts at 12:00:01 AM Eastern Time (“**ET**”) on July 1, 2013 and closes at 11:59:59 PM ET on December 31, 2013 (the “**Promotion Period**”). The Promotion Period consists of six (6) separate monthly promotion periods (each a “**Monthly Promotion Period**”) (See Rule 6 below). All references in these Official Rules are Eastern Time, which shall control for all purposes of this Promotion.
- 2. ELIGIBILITY:** The Promotion is open to legal residents of the United States and the District of Columbia (excluding residents of New Jersey and Virginia) who are eighteen (18) years of age or older at the time of entry and members (herein referred to individually as a “**Member**” and collectively as “**Members**”) of the Fuel Rewards Network™ program at the time of entry. It is free to join the Fuel Rewards Network™ program. For more information go to <https://www.fuelrewards.com> and see Rule 4. Employees of the Excentus Corporation, Shell Oil Products US and their respective parent, subsidiary, and affiliated companies and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Promotion (collectively “**Promotion Parties**”) and the officers, directors and employees of each of these entities and the immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, of each of these people are not eligible to participate. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding on all matters related to the Promotion.
- 3. HOW TO ENTER:** There are three (3) ways to receive an entry (“**Entry**”) into the Promotion.
  - A. With Purchase:** Complete a transaction that earns Fuel Rewards® savings from the Fuel Rewards Network™ (“**FRN™**”) program (See Rule 4 for how to earn Fuel Rewards® savings) to receive one (1) Entry into the corresponding Monthly Promotion Period. You will receive one (1) Entry into the corresponding Monthly Promotion Period (See Rule 6), per transaction that earns Fuel Rewards® savings (“**Earn Transaction**”) regardless of the value of the Fuel Rewards® savings earned.
  - B. Without Purchase:**
    - i. To receive one (1) no purchase necessary Entry (“**No Purchase Necessary Entry**”) for the corresponding Monthly Promotion Period, on a plain piece of paper, hand print your name as it appears on your FRN™ account (“**FRN™ Account**”), your FRN™ Account number, your complete mailing address (including zip code), daytime telephone number (including area code), and a valid email address and mail it to: Dept. 2817 FRN™ Fuel for a Year Promotion, P.O Box 127, Lenox, MA, 01240-0127. No mechanical reproductions permitted. No Purchase Necessary Entry must be legible. No Purchase Necessary Entries must be received by the corresponding Monthly Promotion Period closing date (the “**Monthly Promotion Period Closing Date**”) (See Rule 6). Each mailed Entry must be an original (no photocopies or other reproductions) and mailed in a separate envelope, bearing sufficient postage. There are no limits to the number of No Purchase Necessary Entries you can submit; however there is a limit of one (1) No Purchase Necessary Entry per outer mailing envelope.

- ii. All existing members of the Fuel Rewards Network™ program will automatically receive one (1) No Purchase Necessary Entry into each Monthly Promotion Period (See Rule 6) draw in which such Member remains a Member of the Fuel Rewards Network™ program. Limit of one (1) automatic No Purchase Necessary Entry per FRN™ Account per Monthly Promotion Period.

#### 4. FUEL REWARDS NETWORK™ PROGRAM REGISTRATION AND ACCOUNT LINKING:

- i. **HOW TO SIGN UP FOR THE FUEL REWARDS NETWORK™ PROGRAM: No purchase is required to open a FRN™ Account.** Visit [www.fuelrewards.com](http://www.fuelrewards.com) and click the "Sign Up" button on the homepage and enter the required information. If you already have a Fuel Rewards Network™ Card ("**FRN™ Card**"), choose "I have a card." If you do not have a FRN™ Card and would like one to be mailed to you after completing the sign up process, click "I need a card". If you do not have an FRN™ Card and would like to pick one up at a later date at a participating Shell fuel station and then link it to your FRN™ Account, click "I'll pick one up". If you are signing up for the FRN™ program with a participating grocer's rewards card or an FRN™ Card that you already have, select the applicable card category from the drop down menu. Next, enter your applicable card number, re-enter to confirm the card number in the fields provided. Once you've entered the required card verification information, click "Next". Set up and confirm your password, then select a security question and provide your security answer. Review and accept the Terms and Conditions, next, enter the random letters displayed into the field provided (the "**Captcha**") to verify your information and click "Next" to complete account registration.
- ii. **HOW TO LINK A PARTICIPATING CARD TO AN EXISTING FUEL REWARDS NETWORK™ ACCOUNT: Visit one (1) of the participating retailer's store locations to receive the applicable Rewards Card or applicable company website to sign up and have a Rewards Card mailed to you.** Next, visit [www.fuelrewards.com](http://www.fuelrewards.com) and log in to your FRN™ Account. Click the "My Dashboard" tab followed by clicking the "Manage Cards" tab. Next, select "Add a New Card" and select the applicable card category from the drop-down menu. Then, enter your card number, then re-enter to confirm the card number in the fields provided and click "Verify Your Card".

#### 5. HOW TO EARN FUEL REWARDS® SAVINGS: There are eight (8) ways to earn Fuel Rewards savings for the Promotion.

- i. **ONLINE MALL:** For every accumulated \$50 in qualifying purchases through the online mall (the "**Online Mall**") you will receive 5¢/gallon ("**gal**") in Fuel Rewards® savings, which is equivalent to one (1) Earn Transaction. In order to receive Fuel Rewards® savings, the online merchant's website must be accessed through the Fuel Rewards Network™ website, [www.fuelrewards.com](http://www.fuelrewards.com). The Online Mall purchase amount may be met through one or multiple transactions during the Promotion Period across all Online Mall merchants. Multiple Online Mall merchants offer increased earning opportunities by offering 2X, 5X, and 10X rewards which multiplies your purchase amount by the specified number. For example, if you spend \$10 at a 5X Online Mall merchant, you will earn a 5¢/gal in Fuel Rewards® savings, which is equivalent to one (1) Earn Transaction.
- ii. **DINING PROGRAM:** Log in to your FRN™ Account and click on Dining to sign up for a dining account ("**Dining Account**") by creating a Dining program login ID and password at [dining.fuelrewards.com](http://dining.fuelrewards.com). Then, link up to five (5) credit and/or debit cards to your Dining Account. To link your debit and/or credit card, log in to your Dining Account, click the "Account Center" tab, followed by clicking the "Update Account" tab. Next, select "Add a Card" then enter your card information and click "Submit". Receive 10¢/gal in Fuel Rewards® savings for every \$50 spent at participating Dining program locations and charged to a linked debit/credit card, which is equivalent to one (1) Earn Transaction. The Dining program purchase amount threshold may be met through one or multiple transactions during the Promotion Period, across all participating Dining program

establishments. For example, you may meet the Dining program's \$50 purchase threshold by spending \$20 at one participating restaurant location and \$30 at another participating restaurant location. For a list of participating Dining program locations, visit [www.fuelrewards.com/locations](http://www.fuelrewards.com/locations). Earn an additional onetime 5¢/gal in Fuel Rewards® savings, which is equivalent to one (1) Earn Transaction, when you link your MasterCard credit card to your Dining Account and spend \$50 at a participating Dining program establishment with that card.

- iii. **GROCERY STORE PURCHASES:** Link your local participating grocery store's rewards card (the "**Grocery Store Reward Card**") to your FRN™ Account (See Rule 4 for how to link cards to your FRN™ Account). Receive 5¢/gal in Fuel Rewards® savings for every \$50 of grocery store purchases, which is equivalent to one (1) Earn Transaction, when you scan your participating Grocery Store's Rewards Card at the grocery store checkout. Earn Fuel Rewards® savings when you purchase an item-based bonus reward item at a specific grocery store. For example, purchase select paper towels to earn an additional 5¢/gal in Fuel Rewards® savings, which is equivalent to one (1) Earn Transaction. Earn Fuel Rewards® savings when you participate in a basket-level bonus reward. For example, Double Rewards on Saturdays where you spend \$50 and earn 10¢/gal in Fuel Rewards® savings, which is equivalent to one (1) Earn Transaction. Participating grocery store locations can be found by visiting [www.fuelrewards.com/locations](http://www.fuelrewards.com/locations). Receive an additional 3¢/gal in Fuel Rewards® savings for every \$100 spent on groceries, which is equivalent to one (1) Earn Transaction, when you link your MasterCard credit card to your FRN™ Account and use that card to pay for your groceries at participating grocery stores. To link your MasterCard credit card to your FRN™ Account, log in to your FRN™ Account. Next, click the "My Dashboard" tab followed by clicking the "Manage Cards" tab. Next, select "Add a New Card" and select the applicable card category from the drop-down menu. Then, enter your credit card information in the fields provided and click "Verify Your Card".
- iv. **IGS ENERGY CUSTOMERS:** Only residents of Chicago can earn Fuel Rewards® savings using this method. In order to earn Fuel Rewards® savings, you must be an IGS Energy customer and must link your IGS Energy account to your FRN™ Account (See Rule 4 for how to link cards to your FRN™ Account). To sign up to become an IGS Energy Customer, visit <http://www.igsenergy.com/>. Receive 5¢/gal in Fuel Rewards® savings for every \$50 spent on energy services from IGS Energy, which is equivalent to one (1) Earn Transaction.
- v. **ECOUPONS:** Select eCoupons at [www.fuelrewards.com](http://www.fuelrewards.com) and send the eCoupons to the participating retailer's rewards card that is linked to your FRN™ Account (See Rule 4 for how to link cards to your FRN™ Account). Earn Fuel Rewards® savings when the eCoupons items are subsequently purchased, and the retailer's rewards card is scanned at checkout, at participating grocery and drug stores, which is equivalent to one (1) Earn Transaction.
- vi. **SHELL FUEL STATIONS:** Scan your FRN™ Card when you purchase specially marked products inside the convenience store, select car washes or select auto services at participating Shell fuel stations to receive Fuel Rewards® savings. Earn one (1) Earn Transaction for each participating specially marked product or service purchased. Visit your local Shell fuel station for details.
- vii. **REWARD CODES:** Receive FRN™ Rewards Codes at participating events or located on participating products. Then, log in to your FRN™ Account and enter the code in order to receive one (1) Earn Transaction per code entered. Visit [www.fuelrewards.com](http://www.fuelrewards.com) for more details on how to obtain a FRN™ Rewards Code.
- viii. **3¢/GAL MEMBER OFFER:** Members with an FRN™ Account that have less than 3¢ per gallon available on their FRN™ Account at the time of redemption will automatically receive 3¢/gal in Fuel Rewards® savings, which is

equivalent to one (1) Earn Transaction, when they make a fuel purchase transaction at a Shell fuel station and use their FRN™ Card.

- ix. **FUTURE FUEL REWARDS® SAVINGS EARNING OPPORTUNITIES:** The Sponsor reserves the right to add future methods of how to earn Fuel Rewards® savings during the Promotion Period. Visit [www.fuelrewards.com](http://www.fuelrewards.com) during the Promotion Period for more details.

**6. MONTHLY PROMOTION PERIODS:** There are a total of six (6) Monthly Promotion Periods as outlined below:

Monthly Promotion Period #	Start Date (at 12:00:01 am)	End Date/No Purchase Entry Postmark By Date (at 11:59:59 pm)	No Purchase Entry Receive By Date	Draw Date (at 10:00:00am)
1	07/01/13	07/31/13	08/06/13	08/07/13
2	08/01/13	08/31/13	09/06/13	09/09/13
3	09/01/13	09/30/13	10/07/13	10/08/13
4	10/01/13	10/31/13	11/06/13	11/07/13
5	11/01/13	11/30/13	12/06/13	12/09/13
6	12/01/13	12/31/13	01/06/14	01/07/14

**PLEASE NOTE: Non-winning entries will not be carried over into the following Monthly Promotion Period draw.**

7. **REWARDS:** There are six (6) rewards (herein referred to individually as a “Reward” and collectively as “Rewards”), one (1) per Monthly Promotion Period (See Rule 6), available to be won, each consisting of a credit (“Credit”) of \$128/gal to each winner’s FRN™ Account. The approximate retail value of one (1) Reward is up to \$2,560 (USD) based on use for 20-gallon fill-ups. The maximum Reward value is calculated based on an average gas price of \$3.567/gallon according to the AAA Daily Fuel Gage Report on June 24, 2013. At an average price of \$3.567/gal, the winner will be able to redeem the Reward for the total price per gallon of fuel approximately 35.88 times. The actual total value of one (1) Reward is dependent upon the current price of gasoline at the time of fill-up and the number of gallons filled at a time. In order to redeem the Reward, the Reward winner must insert their FRN™ Card at the Shell fuel station pump or present their FRN™ Card to the Shell fuel station cashier prior to filling their vehicle with fuel. Once the FRN™ Card is inserted into the pump or presented to the cashier, the price per gallon will be rolled down to the lowest possible amount (either 1.9¢/gal or 10.9¢/gal depending on the type of pump). For example, if the price of gas is \$4.00/gallon, when the Reward winner inserts their FRN™ Card the price of gas will roll down to either 1.9¢/gal or 10.9¢/gal. The winner would then be able to fill up their vehicle’s gas tank at the new price and then pay the nominal fee. The Credit on the FRN™ Account will decrease from \$128/gal to \$124.01/gal. Any unused portion of the Credit will remain on the FRN™ Account until the total value of the Credit is used or the expiration of the Credit which will be one (1) year from the issue date. Limit of one (1) Reward per person. Each Credit has no fees and will be valid for one (1) year from its issue date. Rewards must be accepted as awarded without substitution and are not transferable, not for resale and have no cash surrender value, except where required by law. Rewards are subject to change at Sponsor’s sole discretion. Federal, state, and local taxes and all other costs and expenses

associated with acceptance and uses of a Reward not specified herein as being awarded are the winner's sole responsibility.

8. **REWARD DRAWS:** Six (6) random draws (one (1) draw per Monthly Promotion Period) will be held on the respective Draw Dates listed above (See Rule 6) from all eligible entries received during the applicable Monthly Promotion Period and in accordance with these Official Rules. Odds of winning depend on the total number of eligible Entries received by the applicable Monthly Promotion Period Closing Date. No responsibility is assumed by the Sponsor for any inability of a potential entrant to successfully enter the Promotion for any reason.
9. **WINNER NOTIFICATION/VERIFICATION:** Potential Reward winners will be notified by email or phone within three (3) to five (5) business days of the applicable Draw Date. If a potential Reward winner cannot or does not respond within two (2) business days from the first notification attempt, then such person may be disqualified. Potential Reward winners will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release within five (5) days of receipt of notification. If documents are not returned in a timely manner, or if the Reward notification is returned as non-deliverable the Reward winner will be disqualified. If any winner is found to be ineligible, not in compliance with these Official Rules or is unable or unwilling to accept the Reward awarded to him/her in full for any reason, then he/she will be disqualified and an alternate eligible entrant will be randomly selected until such time as contact is made by mail and/or telephone and/or email with an eligible entrant or there are no more eligible entries.
10. **CONDITIONS OF PARTICIPATION:** Participants agree (a) to abide by these Official Rules and the decisions of Sponsor which are final and binding, (b) that the Promotion Parties will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Reward or participation in this Promotion or Promotion-related activities, including any travel related thereto, and (c) except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor, the Promotion Parties and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.
11. **GENERAL:** The Promotion Parties (herein referred to as "Released Parties") assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, email or mail or Reward

notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. The Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion. In the event that the Sponsor is prevented from awarding Rewards or continuing with the Promotion as contemplated herein by any event beyond its control, the Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated or suspended before the end of the Promotion Period, notice thereof will be posted on the Website and the Sponsor will (if possible) select winner(s) in a random drawing or drawings from all eligible, non-suspect entries as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these Official Rules.

- 12.** Released Parties are not responsible for lost, incomplete, illegible, late, misdirected, stolen, inaccurate, or mutilated entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Promotion, including without limitation, errors or problems which may occur in connection with the administration of this Promotion, the processing of entries, the announcement of the Rewards or in these Official Rules, in any drawing-related advertisements or other materials; or for inaccurate entry information, whether caused by equipment, programming used in this Promotion, human processing error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant (and disqualify him/her) who Sponsor believes has attempted to tamper with or impair the administration, security, or fairness of this Promotion.

**13. GOVERNING LAW:** By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, 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. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in the state of Texas.

**14. WINNERS LIST:** For the names of the winners of the Monthly Rewards, send a self-addressed, first-class stamped envelope to: The Fuel Rewards Network™ "Fuel for a Year" Winners List Request, Dept. 2817, P.O Box 127, Lenox, MA, 01240-0127. Requests must be received by February 28, 2014.

**15. SPONSOR:** Excentus Corporation, 14241 Dallas Pkwy., Suite 1200, Dallas, TX 75254