

2019 Patriots Net Duty with a Hand from Gulf Promotion

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. The 2019 Patriots Net Duty with a Hand from Gulf Promotion (the "Promotion") is sponsored only by Gulf Oil Limited Partnership ("Gulf" or "Sponsor"), which has its principal place of business at 80 William Street, Suite 400, Wellesley Hills, MA 02481.

Eligibility: Promotion is open to legal United States residents who reside in the following states: CT, MA, ME, NH, RI, VT, who are eighteen (18) years of age or older (except in the case of legal residents of certain states/territories/provinces where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry. Employees, officers, directors and agents, of the Sponsor, and each of its respective parent, subsidiaries, affiliates, divisions, agents and advertising agencies, and their immediate family members (parents, siblings, children, and/or spouses), regardless of where they live, or members of the same household (whether related or not), and of New England Patriots LLC and its affiliated entities, officers, directors, agents and employees (the "Patriots Entities") are not eligible to enter the Promotion or win any prizes. **Void where prohibited or restricted by law.** All applicable federal, state and local laws and regulations apply.

Promotional Period: Promotion begins on September 5, 2019, at 12:01 A.M. Eastern Time ("ET") and ends on December 6, 2019, at 11:59 P.M. ET (the "Promotional Period"). The Promotional Period consists of three (3) random drawings (each, a "Drawing") each to award one (1) Prize (as defined below) from among all eligible entries received as of the applicable Drawing Date Deadline, as set forth more fully below. Non-winning eligible entries from a Drawing will be rolled over into subsequent Drawing(s), if any.

How to Enter the Promotion:

There are two (2) ways to enter the Promotion:

- A) **Via Email:** All Subscribers (defined below) as of the start of Promotional Period ("Current Email Subscribers") will automatically receive one (1) entry into the Promotion. Current Email Subscribers may opt-out of the Promotion by emailing marketing@gulfoil.com and requesting to be withdrawn from the Promotion by September 30, 2019. Persons who are not subscribers of Gulf emails as of the start of the Promotional Period will automatically receive one (1) entry into the Promotion by registering for Gulf emails. For more information, go to www.gulfoil.com/email-sign. The entrant will be the person named on the email account as long as such person is otherwise eligible in accordance with these Official Rules.
- B) **Via the Mobile App:** All Users (defined below) of the Gulf Pay mobile application as of the start of Promotional Period ("Current Gulf Pay Users") will automatically receive two (2) entries into the Promotion. Current Gulf Pay Users may opt-out of the Promotion by emailing marketing@gulfoil.com and requesting to be withdrawn from the Promotion by September 30, 2019. Persons who are not users of Gulf Pay as of the start of the Promotional Period will automatically receive two (2) entries into the Promotion by downloading the Gulf Pay mobile application through the appropriate app store and creating/setting up a personal Gulf Pay account. For more information about Gulf Pay, go

to www.gulfoil.com/gulfpay. The entrant will be the person named on the Gulf Pay account as long as such person is otherwise eligible in accordance with these Official Rules.

Drawings and Awarding of Prizes:

On or about October 11, 2019, November 8, 2019, and December 6, 2019 (each, a “Drawing Date”), one (1) potential Prize winner will be selected in a Drawing from among all eligible entries received as of 11:59 P.M. ET on the date prior to the applicable Drawing Date, except with respect to Drawing Date December 6, 2019, from among all entries received during the Promotional Period (each, a “Drawing Date Deadline”).

The Drawings will be conducted by Sponsor whose decisions are final and binding on all aspects of this Promotion. The potential prize winners will be notified by telephone and/or email, using contact information provided or collected at the time of entry. Promotional Providers and the Patriots Entities shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, such potential winner will forfeit his or her prize and an alternate potential winner may be selected by random drawing from among all remaining eligible entries received as of the applicable Drawing Date Deadline for the Drawing at issue. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate potential prize winner may be selected by random drawing from among all remaining eligible entries received as of the applicable Drawing Date Deadline for the Drawing at issue.

Odds of Winning Prize: Odds of winning a Prize depends on the number of eligible entries received as of the applicable Drawing Date Deadline.

Prize Details:

Prizes: Three (3) Prizes are available. Each Prize consists of two (2) tickets for winner and one (1) guest for one (1) New England Patriots 2019 regular season home game with the date of game to be selected by Sponsor in its sole discretion, and for winner and his/her one (1) guest to work the field goal net for one (1) regular season home game half in the endzone (each, a “Monthly Prize”). The approximate retail value (“ARV”) of each Monthly Prize is \$700. **ALL OTHER COSTS ASSOCIATED WITH THE PRIZE, INCLUDING BUT NOT LIMITED TO PARKING, CONCESSIONS, TRANSPORTATION TO/FROM THE GAME AND LODGING, ARE NOT INCLUDED.**

Winners must be able to attend the game on the date indicated in prize notification materials. If winner is unavailable to attend the game on the date selected by Sponsor, the prize will be forfeited and an alternate potential winner may be selected (time permitting) from among all remaining eligible entries received as of the applicable Drawing Date Deadline for the Drawing at issue. No substitutions or cash redemptions of prizes allowed and prize is not transferable. Taxes and all unspecified expenses relating to prize, including but not limited to transportation to and from the game, concessions and souvenirs are the sole responsibility of each individual winner. Sponsor and the Patriots Entities are not responsible for and assume no liability for cancellation, postponement or rescheduling of the game, for any reason, and Sponsor will not award an alternate prize in the event that a winner cannot attend a rescheduled game. If the game is cancelled for any reason and not rescheduled, Sponsor will provide an alternate prize of equal or greater value. Prize winners’ guests must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or guardian. Prize winners and guests agree to comply with all applicable stadium regulations in connection

with a prize. Sponsor and the Patriots Entities reserve the right to remove or to deny entry to any winner and/or his/her guests who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. National Football League game, event or exhibition tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture, and may invalidate the license granted by the game ticket(s).

Limit one (1) Prize per household. Each winner and winners' guests, as a condition of receiving a prize or attending a game as part of a prize in this Promotion, grant to Sponsor and its designees and the Patriots Entities the right to use his/her name, portrait, picture, voice, likeness and/or biographical information in any media now known or hereafter devised for advertising and publicity purposes throughout the world, in perpetuity, without additional compensation (except where prohibited by law).

General: Sponsor and the Patriots Entities are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmissions, theft or destruction or unauthorized access to or alteration 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 entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. In the event the Promotion is terminated before the designated end date indicated in the Official Rules, Sponsor reserves the right, but not the obligation, to select any remaining Prize winners in a random drawing from among all 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 person, whether or not a contestant, to deliberately damage any Web site associated with the Promotion or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, Sponsor and its agents reserve the right to seek damages from any such person or persons responsible for the attempt to the fullest extent of the law. 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. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed. Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. If, for reasons beyond Sponsor's control, the Sweepstakes cannot be run as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor.

By entering this Promotion, each entrant agrees to be bound by these Official Rules and by all decisions of the Sponsor, which are final and legally binding in all matters related to this Promotion. By participating in this Promotion, each entrant hereby (a) releases and agrees to hold harmless, the Promotional Providers and the Patriots Entities from any loss, damage,

expense, rights, claims, demands, promises and/or actions of any kind arising out of or in connection with participation in this Promotion or the acceptance, use or misuse of any prize (or any portion thereof) or any travel or activity related to the receipt or use of any prize (or any portion thereof); and (b) agrees not to pursue any right, claim or action against the Promotional Providers and/or the Patriots Entities in connection with their participation in this Promotion.

Disputes: Except where prohibited, entrant agrees that: (1) 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 District of Massachusetts or the appropriate State Court located in Norfolk County, Massachusetts; (2) 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 not to exceed \$50; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules (whether of the State of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Massachusetts.

Privacy: Any personal information sent to, shared with or collected by Sponsor in connection with this Promotion is subject to Sponsor's Privacy Policy found at <http://gulfoil.com/privacy>. Sponsor and their respective agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

Releases and Limitations of Liability: Acceptance of a prize constitutes prize winner's grant and permission for Sponsor and its designees to use, print, publish and broadcast prize winner's name, photograph, picture, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further consideration, compensation, permission or notification. Entrants agree that the Promotion Entities, Patriots Entities, Facebook, Instagram and Twitter, (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

Winners' List: For a list of winners, send a self-addressed, stamped envelope to Winners List, "Gulf Oil/New England Patriots Promotion", Gulf Oil Limited Partnership, 80 William Street, Suite 400, Wellesley Hills, MA 02481. Requests for Winners List must be received by January 6, 2020.

Sponsor: Sponsored by Gulf Oil Limited Partnership, 80 William Street, Suite 400, Wellesley Hills, MA 02481.

For a copy of the official rules, send a self-addressed, stamped envelope to Official Rules, Gulf Oil/New England Patriots Promotion, Gulf Oil Limited Partnership, 80 William Street, Suite 400, Wellesley Hills, MA 02481. Requests for Official Rules must be received by September 30, 2019. The Official Rules are also posted at www.gulfoil.com/patriots.

New England Patriots LLC and its affiliated entities, officers, directors, agents and employees have not offered, administered or sponsored this Promotion in any way.

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