

“FREE FUEL FOR A YEAR” SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. Purchasing a product will not increase your chances of winning.

1. Eligibility: Open only to individuals who are legal U.S. residents residing in the states of Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, West Virginia, Wisconsin or the District of Columbia (“eligibility area”) who are MakeltCount™ members in good standing and who are 18 years of age and older as of date of registration. Employees of Marathon Petroleum Company LP (“Sponsor”), Don Jagoda Associates, Inc. (“Administrator”), their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (collectively “Released Parties”) and the immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each, are not eligible. The Sweepstakes is void outside the eligibility area and where prohibited. All applicable federal, state and local laws and regulations apply.

2. Sweepstakes Period/Monthly Period: The Marathon Petroleum “Free Fuel for a Year” Sweepstakes (“Sweepstakes”) begins at 12:00 a.m. Eastern Time (“ET”) on November 1, 2018 and ends at 11:59 p.m. ET on March 31, 2019 (the “Sweepstakes Period”). The Sweepstakes Period consists of five (5) monthly entry periods (each a “Monthly Period”) as defined in the chart below. See Rules 3 and 4 for details on how to enter.

Monthly Period	MONTHLY PERIODS (all Monthly Periods begin at 12:00 AM ET and end at 11:59:59 PM ET)	Approximate Random Drawing Date
November	November 1, 2018 – November 30, 2018	December 10, 2018
December	December 1, 2018 – December 31, 2018	January 9, 2019
January	January 1, 2019 – January 31, 2019	February 11, 2019
February	February 1, 2019 – February 28, 2019	March 11, 2019
March	March 1, 2019 – March 31, 2019	April 10, 2019

3. How it Works: In order to participate in the Sweepstakes, you must first either visit makeitcount.com/free-fuel-sweepstakes (“website”) or download the MakeltCount app (“app”) on your mobile device and complete the registration form to create your member account (“Member Account”), obtain a MakeltCount ID (“ID”) and to receive your first registration entry (“Registration Entry”) into the Sweepstakes. Existing members (“Member”) will automatically receive a Registration Entry. Members will then be able to earn one additional entry with each qualifying purchase of Marathon Fuel or an in-store item at participating locations when using their ID. There is a limit of one Registration Entry per person/email address however, your non-winning Registration Entry will carry over into any subsequent Monthly Periods as outlined in the chart above.

4. To Enter: There are two additional ways for Members to enter the Sweepstakes, a Purchase Method, and a Non-Purchase Method as described below.

Purchase Method: Purchase Marathon fuel or any qualifying in-store item during the Sweepstakes Period from a participating Marathon location using your ID and you will automatically receive one purchase entry (“Purchase Entry” or “Bonus Entry”) into the Sweepstakes. There is no limit to the number of Purchase/Bonus Entries you may accrue and there is no minimum Purchase requirement. Purchase of lottery tickets are exempt and will not result in you receiving Purchase/Bonus Entries.

There are three (3) ways to enter your ID when making a purchase:

1. Enter 11+ your phone number
2. Swipe your linked MakeltCount Rewards card (visit the website or see your card mailer for details on how to link your card)
3. Scan the barcode that you will receive when you create your Member Account

Card swipe and barcode scan may not be available at all locations and barcode is not available at fuel pumps. See Marathon on site representative for details on valid methods for specific location.

Non Purchase Method “Mail-in” via U.S. Mail: To enter the Sweepstakes without making a qualifying purchase, hand print your ID, your complete name, phone number, zip code and your date of birth on a plain piece of paper between 3”x5” and 8 ½” and 11” in size and mail in a hand addressed stamped envelope to: Marathon “Fuel For A Year” Entries, PO Box 7699, Melville, NY 11775-7699. Mail-in Entries must be postmarked by the last day of each Monthly Period as detailed above (with the exception of the final drawing period which may be postmarked by April 1, 2019) and received within 7 days of the end of each Monthly Period to be eligible for that Monthly Period’s drawing only. You must have an ID in order to enter via mail. There is no limit to the number of mail-in entries (“Mailed Entry”) you may submit however there is a limit one Mailed Entry per envelope. Mechanically reproduced/photocopied Mailed Entries are automatically void.

Registration Entries, Purchase/Bonus Entries and Mailed Entries will be collectively referred to as “Entries”. Purchase/Bonus Entries and Mailed Entries will only count toward the Monthly Period in which they are earned. Purchase/Bonus Entries must be received by 11:59:59 p.m. ET on March 31, 2019 to be eligible for the final Monthly Period’s drawing. All Mailed Entries must be Postmarked no later than April 1, 2019 and received by April 8, 2019 to be eligible for the final Monthly Period’s drawing.

Any attempt by any entrant (“Entrant”) to obtain more than the stated number of Entries by using multiple/different addresses, email addresses, telephone numbers, identities, and/or any other methods will void that Entrant’s Entries and that Entrant may be disqualified from the Sweepstakes. Sponsor and its agencies and Independent Administrator will not verify receipt of Entries for Entrants and are not responsible for lost, late, illegible, mutilated, damaged, postage due or misdirected Mailed Entries or Mail.

(continued on next page)

“FREE FUEL FOR A YEAR” SWEEPSTAKES

OFFICIAL RULES *(continued)*

5. Your Member Account: There is no cost associated with creating a member account. While registering, you must also accept the Terms and Conditions for MakeItCount after which your registration is complete and you will be considered a Member (“Member”). Current members are also deemed members (each, a “Member”). Only Members who utilize their ID at time of purchase will accrue Sweepstakes Entries. Members, by participating in the MakeItCount Program (“Program”), are responsible for maintaining the confidentiality of individual Member’s Account email and password and for restricting access to Member’s computer or mobile device, and Member agrees to accept responsibility for all activities that occur under Member’s email or password. Without limiting any other remedies, Sponsor may suspend or terminate any Member Account if Sponsor suspects in its sole discretion that any Member or other person has engaged in fraudulent activity in connection with the Program. Participation in the Program is subject to the Terms, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by the Terms or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with this Program, or failure to act in a manner consistent with federal, state or local laws, regulations or ordinances, may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of membership in the Program in Sponsor’s sole discretion.

6. Prizes and Approximate Retail Values (“ARV”): One hundred (100) Prizes (twenty [20] per Monthly Period): Each winner will receive \$1,500 in Marathon Petroleum Gift Cards awarded in the form of three (3) \$500 gift cards. Terms and conditions and any expiration date on gift cards apply. Sponsor reserves the right to substitute prize of equal or greater value should the prize become unavailable. Prizes are non-transferable and non-assignable, and are not refundable. No cash or other substitution may be made, except by Sponsor, in its sole discretion. There is a limit of one prize per person/family/household.

7. Random Drawings: Potential winners will be randomly selected on or about the random drawing dates indicated in the chart above from among all eligible Entries received for each Monthly Period. The drawings will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. All winners will be notified by email, mail or phone. Odds of winning depend upon the number of eligible Entries received for each Monthly Period.

8. Winner Notification: All potential prize winners will be required to sign and return to the Administrator, within seven (7) days of receipt, an affidavit of eligibility/release of liability/publicity release (where legal) (the “Required Documents”) in order to claim their prize. If a potential prize winner fails to sign and return the Required Documents within the required time period, the potential prize winner forfeits his/her right to the prize and alternate prize winner may be selected time permitting at random from among all remaining eligible Entries received for that corresponding Monthly Period’s drawing. An Entrant is not a winner of any prize unless and until Entrant’s eligibility has been verified and Entrant has been notified that verification is complete. Prizes are taxable as income and prize winners are solely responsible for any taxes on the prize he/she has received, including, but not limited to all applicable federal, state and local taxes.

9. General: No substitutions, cash redemptions or transfer of prize except as provided herein. Sponsor reserves the right to substitute prize of equal or greater value should the prize become unavailable. By participating in this Sweepstakes, Entrants agree to abide by and be bound by these Official Rules and the decisions of the judges/Administrator, which are final in all matters relating to this Sweepstakes. All submitted Entries become property of Sponsor and will not be returned. By accepting a prize, winners consent to use of his/her name, photograph and/or likeness for advertising and promotion purposes without additional compensation, except where prohibited by law. Entrants waive the right to assert as a cost of winning a prize, any and all costs of redemption and any liability which might arise from redeeming or seeking to redeem said prize. By accepting prize, winners agree to release Marathon Petroleum Company LP and its directors, officers, employees and agents, including without limitation its advertising and promotion agencies and Administrator, from any and all liability for loss or damage incurred with respect to the awarding, receipt, possession, use or misuse of any prize. Sponsor and Administrator and their agencies shall have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or any prize awarded. By accepting a prize, winners acknowledge that neither Sponsor nor its directors, employees, or agents, have made or are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

10. Disputes: Except where prohibited, Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to the Sweepstakes, and the decisions by Sponsor are final and binding on all matters relating to the Sweepstakes. Except where prohibited, you agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Illinois; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys’ fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the United States of America and the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the laws of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Illinois.

11. Privacy: Any personal information that you provide in connection with the Sweepstakes shall be used by Sponsor and Administrator to administer this Sweepstakes, contact Entrants, and for the other purposes set forth in the Sponsor’s privacy policy located at <https://www.makeitcount.com/privacy>. By entering this Sweepstakes, you agree to and accept that privacy policy. If Entrant authorizes, by opting in, Sponsor may provide Entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor.

12. Winners List: For the names of the winners, available after January 1, 2019, visit milesHAVEmeaning.com/makeitcount.

13. Sponsor: Marathon Petroleum Company LP, 539 South Main Street, Findlay, OH 45840.

14. Administrator: Don Jagoda Associates, Inc. (“Administrator”), 100 Marcus Drive, Melville, NY 11747.