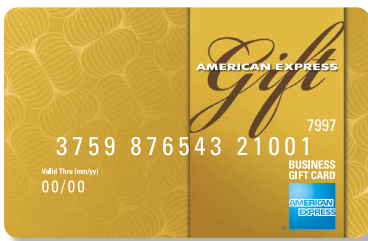


Give Plenti, win plenty.



Of course the Plenti rewards card was created to benefit consumers, but the Win With Plenti contest is all about benefiting you. The stores that give out the most Plenti cards that are then fully enrolled will win valuable monthly prizes.

The same simple three-step procedure still applies: Simply promote the card at checkout, swipe the new card with the customer's purchase, and encourage the customer to finish enrollment either online or with the Plenti app. Prizes will be based on the number of cards fully enrolled.

Be sure to watch for weekly email blasts with current contest standings and best-practice reminders.

A few tips for your stores to help you and your employees climb the leaderboard:

-Ensure that customers understand the benefits of the rewards card (redeemable points with world-class retailers including AT&T, Exxon, Mobil, Macy's, and Rite Aid).

-If customers already have a Plenti rewards card, encourage them to finish signing up online or with the Plenti app.

-Visibly post the employee poster in the back room.

-Communicate with your employees regarding contest leaders, best-practice reminders, and text-based and paper-based training tools.

1

Promote Plenti at checkout

2

Swipe rewards card with purchase

3

Encourage consumer to finish signing up

Only fully enrolled members are counted toward the competition. Remind customers that they can finish signing up online at plenti.com, through the Plenti mobile app, or by calling the Plenti call center.

Monthly prizes available in your area

Service Stations (Top 15 >1.2MM gal)	\$500
Service Stations (Next 15 >1.2MM gal)	\$250
Service Stations (Top 15 <1.2MM gal)	\$500
Service Stations (Next 15 <1.2MM gal)	\$250



WIN WITH PLENTI CONTEST
Official Terms and Conditions for Retail Stores

Participation constitutes entrant's full and unconditional agreement to, and acceptance of, these Terms and Conditions. The Win With Plenti Contest (the "Contest"), offered to Retail Stores (as defined below), begins on November 1, 2015, and ends on January 31, 2016 ("Contest Period"). Contest is sponsored by ExxonMobil Oil Corporation, 22777 Springwoods Village Pkwy., Spring, TX 77389 (the "Sponsor").

ELIGIBILITY: Contest is open to legal residents of the forty-eight (48) continental United States and the District of Columbia who: (1) have reached the age of majority in his or her state of residence and are at least 18 years of age or older as of November 1, 2015; (2) who are a qualified employee during the Contest Period ("Eligible Employee"), at a participating Plenti Live licensed Exxon- or Mobil-branded retail store (a "Store"); and (3) the applicable Store has qualified and has been signed up to participate in the Contest by their branded wholesaler ("BW"). **This Contest is not open to the general public.**

Employees, officers, and directors (including immediate family members [spouse, parent, child, sibling, and their respective spouses, regardless of where they reside] and members of the same household, whether or not related) of the Sponsor, the other Contest Entities (as defined below), and each of their respective parents, affiliated companies, subsidiaries, printers, advertising and Contest agencies, employees or officials of any government, or government-owned or government-controlled entity, that has regulatory authority over Exxon Mobil Corporation or any of its affiliates, and any and all other companies associated with the Contest are not eligible to participate or win an incentive or Reward (as defined below).

"Contest Entities" shall mean organizations directly involved with this Contest, including Administrator, American Express, and each of their respective subsidiaries or affiliated entities, and their officers, employees and agents.

Contest is subject to all applicable federal, state and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

HOW IT WORKS: During the Contest Period, each month constitutes a Round and is defined as "Round 1" (beginning November 1, 2015, and ending November 30, 2015); "Round 2" (beginning December 1, 2015, and ending December 31, 2015); and "Round 3" (beginning January 1, 2016, and ending January 31, 2016) (collectively referred to as a "Round"). At the end of each Round, the winning Store will be awarded American Express gift cards (the "Reward") for the current Round. Stores must be registered to participate in the Contest by the fifteenth (15th) calendar day in a Round to be eligible for that Round.

Stores will be divided into two (2) tiers based on the total volume of Exxon- or Mobil-branded gas sold annually. "Tier 1 Stores" is defined to include Stores where the total Exxon- or Mobil-branded gas volume sold annually is 1.2 million gallons or more, and "Tier 2 Stores" is defined to include Stores where the total Exxon- or Mobil-branded gas volume sold annually is under 1.2 million gallons. In each Area, the Stores from Tier 1 Stores and Tier 2 Stores will be awarded a Reward based on whose Store has first swiped the highest number of customer Plenti purchase transactions of fifty-one cents (\$.51) or higher and the customer has completed enrollment in the Plenti loyalty program via online, telephone or using the Plenti app during the round. At the end of each Round, the top fifteen (15) Store locations in Tier 1 Stores and Tier 2 Stores with the highest number of fully completed enrollments will receive a Five Hundred Dollar (\$500) Reward, and the next top fifteen (15) Store locations in Tier 1 Stores and Tier 2 Stores will receive a Two Hundred Fifty Dollar (\$250) Reward. **Total of all Rewards: \$270,000.**

AREA DETAIL: The 2015 US Branded Wholesale Business by Area is as follows:

West: AZ, CA, CO, ID, MT, ND, NM, NV, OK, OR, SD, TX, UT, WA, WY; Midwest: AR, IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, TN, WI; Southeast: AL, LA, FL, GA, MS, NC, SC; and Northeast: CT, ME, DE, District of Columbia, MD, MA, NH, NJ, NY, PA, RI, VT, VA, WV.

REWARD CONDITIONS: Only the Reward specified above will be awarded. Rewards are nontransferable, with no cash redemption or equivalent. All federal, state and local income taxes connected to the Reward are the sole responsibility of winner. All federal, state and local regulations apply. All Winners agree to release the Sponsor and the Contest Entities from any and all liability whatsoever for any injuries, losses or damages of any kind caused by entering the Contest or for damages of any kind caused by any Reward or resulting from acceptance, possession or use/misuse of Reward awarded. No substitution or transfer of Reward will be permitted. A list of winners will be made available on request.

CLAIMING REWARDS: Winning notification and shipment of Reward will be directed to the Branded Wholesaler for the winning Stores who will be responsible for distribution to the winning Store's Eligible Employees at their discretion.

RELEASE: By participating, entrant agrees to release and hold harmless Sponsor, Administrator, prize suppliers, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/Contest agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

LIMITATIONS OF LIABILITY: If, for any reason, this Contest is not capable of running as planned due to a virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Contest in whole or in part, at any time, without notice, and award the Rewards using all nonsuspect eligible entries received as of, or after (if applicable), this cancellation, termination, modification, or suspension date, or in any manner that is fair and equitable. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, indirect, incidental and consequential damages.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to or alteration of entries or text messages.

USE OF DATA: Sponsor will be collecting entrants' personal data in accordance with the Sponsor's Privacy Policy that can be reviewed at the following link: exxonmobil.com/Global-All/Legal/privacy.aspx. Please see the full Privacy Policy for details. Entrants' personally identifiable information is not shared with third parties unless we give prior notice and choice. We do not rent, disclose or share personal information or aggregated demographic information with our partners and advertisers. Though we may use an intermediary to conduct Contests, they may not use entrants' personally identifiable information for any secondary purposes. By participating in the Contest, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy. Administrator's privacy policy is available at <https://apfco.com/about/privacy.cfm>.

TERMS AND CONDITIONS: This Contest is subject to all applicable federal, state and local laws. By entering the Contest, where permitted by law, entrants agree to release, discharge, indemnify and hold harmless the Contest Entities and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Contest or from their acceptance, receipt, possession, and/or use or misuse of the Reward, or for any typographical or other error in the printing, offering or announcement of the Reward. Entrants further acknowledge that the Contest Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relating to the Reward, including, but not limited to, its quality or fitness for a particular purpose.

Any person attempting to defraud or in any way tamper with the Contest mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Contest Administrator, and waive any right to claim ambiguity in the Contest or these Official Rules. The Administrator reserves the right to disqualify any entrant that Administrator determines, in its sole discretion, violates these Official Rules. This Contest is void where prohibited.

DISPUTES: By entering the Contest, entrants agree that: 1) Any and all disputes, claims and causes of action arising out of or connected with the Contest, or any Rewards awarded, shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and 3) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 entrants and Sponsor or the Contest Entities in connection with the Contest, shall be governed by and construed in accordance with United States law. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts of Texas, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Reward set forth above represents Sponsor's good-faith determinations of the ARV thereof, and such determinations are final and binding and cannot be appealed. If the actual value of any Reward turns out to be less than the stated ARV, the difference will not be awarded in cash.

SPONSOR: ExxonMobil Oil Corporation, 22777 Springwoods Village Pkwy., Spring, TX 77389.

ADMINISTRATOR: Arrowhead Promotion and Fulfillment Co., Inc., 1105 SE 8th St., Grand Rapids, MN 55744.