

“Club CITGO – Free Gas for a Year” Sweepstakes (2024-25)

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The “Club CITGO – Free Gas for a Year” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the below twenty-eight (28) states in the United States of America (USA) and the District of Columbia only and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in and do not reside in one of these twenty-eight (28) states (or D.C) listed below at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by CITGO Petroleum Corporation, 1293 Eldridge Pkwy., Houston, TX 77077 (“Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: Entrants must be legal residents of one (1) of the following twenty-eight (28) United States: Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Hampshire, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, West Virginia, Wisconsin, and the District of Columbia (“Participating States”). In addition, Entrants must be twenty-one (21) years of age or older at the time of entry (“Entrant”). The Sponsor, BVK, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. Void outside of the Participating States and where prohibited or restricted by law. (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

HOW TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Standard Time (“EST”) on December 12, 2024 and ends at 11:59:59 p.m. EST on March 26, 2025 (“Sweepstakes Period”). Administrator’s database computer is the official time-keeping device for the Sweepstakes. There will be two (2) ways to enter the Sweepstakes:

1. *Via the Mobile App* - Entrants can enter the Sweepstakes by downloading the Club CITGO app (available on iTunes and Google Play) and creating an account within the app. Creation of an account within the app will require an Entrant to provide their email, password of choice, full name, date of birth, and zip code. Once an account has been successfully created, Entrants can complete the entry (“Official Entry”) process by completing the following steps:
 1. Click SWEEPSTAKES button on app homepage
 2. Once on Sweepstakes Detail Screen within the app, tap ENTER SWEEPS

3. Opt-in by selecting the button to agree to the Terms and Conditions and then tap SUBMIT button

Limit one (1) "Official Entry" per Entrant.

Additional Entries ("Additional Entries") through the mobile app are available through:

- a. *Check-Ins* – A "Check-In" is measured by the Entrant (with their mobile device) being at a participating Club CITGO location. Entrant must have GPS/Location Services enabled in the app. DO NOT CHECK IN WHILE OPERATING A MOVING VEHICLE. Complete the Additional Entry by the following steps:
 1. While at a participating Club CITGO location, open the Club CITGO application
 2. From the home screen, tap CHECK IN or STATIONS button
 3. From the stations screen, tap the CHECK IN button for the location
 4. Once on Sweepstakes Detail Screen within the app, tap ENTER SWEEPS
 5. Opt-in by selecting the button to agree to the Terms and Conditions and then tap SUBMIT button

Limit one (1) Check-In Additional Entry per Entrant per day.

- b. *Via Mail* (see No. 2 below) – Limit one (1) Mail-In Entry per Entrant per day.

2. *Via Mail* - During the Sweepstakes Period, Entrants can also enter the Sweepstakes by mail. Entrants can obtain one (1) Sweepstakes entry by legible print or type, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, and e-mail address, and mailing the card in an envelope, with proper postage affixed to: Club CITGO Sweepstakes, PO Box 458, Macedon, NY 14502-0458. All entries must be postmarked by March 26, 2025 and received by March 31, 2025. The postmark date of each mail entry will serve as the date of entry.

The Sponsor reserves the right to disqualify any person that submits more than the maximum allowed entries. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

USE OF DATA: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://www.citgoprivacy.com/>. By participating in the Sweepstakes and providing any applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

By entering the Sweepstakes via the mobile app, Entrants authorize the Sponsor to deliver or cause to be delivered to their cell phone number telemarketing calls and text messages using an automatic telephone dialing system, notwithstanding any other notification preferences previously indicated in the settings section of the Club CITGO app. Entrants are not required to consent to receive such calls or

text messages as a condition of making any purchase. Entrant's entry constitutes their electronic signature, and manifests their assent to the Club CITGO Terms and Conditions at <https://www.citgoprivacy.com/ClubCITGO/> and the CITGO Privacy Policy at <https://www.citgoprivacy.com/>. Entrant further agrees that they are the primary owner of the phone number(s) associated with this Club CITGO account, and that any such phone numbers are incorporated by reference into the Sweepstakes Terms and Conditions, the CITGO SMS Terms and Conditions, and the CITGO Privacy Policy. Entrant may unsubscribe at any time by changing their notification preferences in the settings section of the Club CITGO app. **Message and Data Rates May Apply.**

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes, or an entry or attempted entry in the Sweepstakes, is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, and 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 Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect 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 and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless Sponsor, BVK, the Administrator, their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of a Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost

of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

DRAWING AND NOTIFICATION: The potential Grand Prize Winners will be selected in a random drawing to be conducted by the Administrator, whose decisions are final and binding. The Grand Prize drawing will be conducted on or about April 1, 2025. The potential Grand Prize Winners will each be contacted by Sponsor via phone, email, and/or in-app notification. In the event of a dispute as to the identity of a Prize Winner whose entry was received via the mobile app, the Entrant will be deemed to be the natural person whose name is on the account within the app.

CONSUMER DISCLOSURE OF AWARD RULES AND PRIZES & PRIZE CONDITIONS: There will be a total of **four (4) Grand Prizes** available. Each **Grand Prize Winner** (“Winners”), upon the Administrator’s verification of eligibility, will receive \$2,500 worth of CITGO Gift Cards (“Prize” or “Grand Prize”). The retail value of each Grand Prize is \$2,500, total retail value is \$10,000. Odds of winning a Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. All other expenses associated with acceptance or use of a Prize not specifically mentioned herein are the responsibility of the Winners. No substitution or transfer of Prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value.

By accepting the Prize, the Winners agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. Each potential Winner must sign and return to the Administrator, within seven (7) days of the

date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Grand Prize. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winners must note that the value of the Grand Prize is taxable as income and an IRS Form 1099 will be filed in the name of each Winner for the value of the Grand Prize. The Winners are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Winner, if a potential Winner cannot be reached or does not comply with notification instructions within three (3) business days from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting the Prize, where permitted by law, the Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winners also acknowledge that Released Parties 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, relative to the Prize.

DISPUTES, CLASS ACTION WAIVER, AND JURY WAIVER: By entering the Sweepstakes, Entrants agree that: 1) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class or mass action, and Entrant, Sponsor, and Administrator all further agree that they waive the right to a jury and any such dispute shall be judge-tried; 2) 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 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 Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law and the state laws of Texas. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of Houston, Texas and Entrants, 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.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined

to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrants, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of residence for each Winner, please send a self-addressed, stamped business size envelope, by May 30, 2025, to: ASC/Club CITGO – Free Gas Phase 2 Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.