

*The following promotion is intended for viewing in the United States in the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont only and shall be construed and evaluated according to US law. Do not proceed in this promotion site unless you are a legal resident of, and located in one of the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.*

## **Official Rules – Irving Secret Santa Sweepstakes USA ("Official Rules")**

The Irving Secret Santa Sweepstakes (the "Contest") is sponsored by Irving Oil Marketing Inc. ("Irving"). Irving hereinafter will be referred to as the "Contest Sponsor".

Participation in the Contest constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the judges, which are final on all matters relating to the Contest.

**1. Basic Information:** The Contest is comprised of two parts: a) Secret Santa Gift Cards and b) Online Sweepstakes.

**a) Secret Santa Gift Cards:** You can automatically be entered into weekly drawings for Irving Oil Gift Cards ("Secret Santa Gift Cards") as described in Rule 5, below, when you use your registered Irving Rewards Card at any Irving location participating in the Irving Rewards Program ("Irving Rewards location") in one of the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont only. To find Irving locations participating in Irving Rewards, please visit [www.theirving.com](http://www.theirving.com). No purchase is necessary for Secret Santa Gift Cards (See Rule 4 below).

**b) Online Sweepstakes:** You can also enter online for chances to win Prizes in our Online Sweepstakes. Once entered in the Online Sweepstakes, you are eligible to win the Prizes as described in Rule 7 below. In addition, each week you use your Irving Rewards card at any Irving location participating in the Irving Rewards Program in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont only, you will automatically receive three (3) bonus ballots for the Online Sweepstakes, as described below. No purchase is necessary for the Online Sweepstakes (see Rule 6, below).

Any questions, concerns or comments regarding the Contest can be forwarded to [gamemaster@irvingsecretsanta.com](mailto:gamemaster@irvingsecretsanta.com) or by prepaid mail sent to "Irving Secret Santa Sweepstakes, 600 Main Street, Suite #300, Tonawanda, NY 14151-0888".

**2. Contest Dates:** The Contest begins at 12:00:01 am Eastern Daylight Time ("EDT") on November 4, 2013 (the "Contest Start Date") and ends at 11:59:59 pm EDT on January 1, 2014 (the "Contest End Date"). The period from the Contest Start Date through to the Contest End Date is known as the "Contest Period".

**3. Who Can Enter:** The Contest is open to all legal residents of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, who have reached the age of majority, as of the Contest Start Date, in the state in which they reside. Employees of Contest Sponsor, its affiliates and agents, contractors and immediate family members (defined as parents, children, siblings, and spouse) of each employee, together with those persons with whom such employees are domiciled, are not eligible to enter.

**4. How to Qualify for Secret Santa Gift Cards:** Each week throughout the Contest Period, when you use your registered Irving Rewards Card at any Irving Rewards location you will automatically be entered into random drawings for Secret Santa Gift Cards (See Table 1 for qualification and drawing dates). For a No Purchase entry into our Secret Santa Gift Cards, you may enter by sending a self-addressed envelope together with your Name, Address, State, Zip Code, Phone Number, E-mail Address and registered Irving Rewards Card number, clearly printed or typed on a 3" x 5" card or piece of paper to: "Irving Secret Santa Sweepstakes, 600 Main Street, Suite #300, Tonawanda, NY 14151-0888." Based on when the request is received (See Table 1 for dates), the entry will be placed into the appropriate drawing. Please allow two (2) weeks for mail-in entries to be received from the date post marked. If you do not have an Irving Rewards Card, pick one up at any participating Irving Rewards location. To find Irving Rewards locations and to register your Irving Rewards Card, go to [www.theirving.com](http://www.theirving.com). Please allow up to seven (7) days from the day that you register your new Irving Rewards Card, to be entered into the drawings for Secret Santa Gift Cards. Only registered Irving Rewards Card members are eligible for Secret Santa Gift Cards.

**5. Secret Santa Gift Cards:** Secret Santa Gift Cards will be awarded in the amounts of five dollars (\$5.00), ten dollars (\$10.00), twenty-five dollars (\$25.00) and fifty dollars (\$50.00). Secret Santa Gift Cards will be drawn on the following schedule:

**Table 1 – Secret Santa Gift Cards - Drawings**

| Secret Santa Gift Cards Draw # | Qualifying Transaction Period | Winning Secret Santa Gift Card Email | Quantity of \$5.00 Gift Cards to be Drawn: | Quantity of \$10.00 Gift Cards to be Drawn: | Quantity of \$25.00 Gift Cards to be Drawn: | Quantity of \$50.00 Gift Cards to be Drawn: |
|--------------------------------|-------------------------------|--------------------------------------|--|---|---|---|
| 1                              | 04-Nov-13 to 10-Nov-13        | 15-Nov-13                            | 1,250                                      | 100   | 40  | 20  |
| 2                              | 11-Nov-13 to 17-Nov-13        | 22-Nov-13                            | 1,250                                      | 100   | 40  | 20  |
| 3                              | 18-Nov-13 to 24-Nov-13        | 29-Nov-13                            | 1,250                                      | 100   | 40  | 20  |
| 4                              | 25-Nov-13 to 01-Dec-13        | 06-Dec-13                            | 1,250                                      | 100   | 40  | 20  |
| 5                              | 02-Dec-13 to 08-Dec-13        | 13-Dec-13                            | 1,250                                      | 100   | 40  | 20  |
| 6                              | 09-Dec-13 to 15-Dec-13        | 20-Dec-13                            | 1,250                                      | 100   | 40  | 20  |
| 7                              | 16-Dec-13 to 22-Dec-13        | 27-Dec-13                            | 1,250                                      | 100   | 40  | 20  |
| 8                              | 23-Dec-13 to 29-Dec-13        | 03-Jan-14                            | 1,250                                      | 100   | 40  | 20  |
| <b>Totals:</b>                 |                               |                                      | <b>10,000</b>                              | <b>800</b>                                  | <b>320</b>                                  | <b>160</b>                                  |

Secret Santa Gift Cards will be randomly drawn from among all qualifying transactions and mail-in entries (“total qualifying entries”) following the drawing schedule in Table 1. Secret Santa Gift Cards are scheduled to end at the close of business on Contest End Date, but Contest Sponsor may elect to extend the period for awarding Secret Santa Gift Cards. In the event that Secret Santa Gift Cards are extended, Contest Sponsor will announce extension in advertising and media both online and at participating locations.

**Secret Santa Gift Card Notification and Redemption:** If you have been drawn as the selected winner for a Secret Santa Gift Card, you will receive an e-mail notification of the Prize, sent to the email address registered with their Irving Rewards Card Number. To claim your Secret Santa Gift Card prize, you must follow the link in the email notification which will take you to the Gift Card Redemption Webpage (“Redemption Webpage”). On the Redemption Webpage, you may choose to 1) Ship the Prize to Yourself; or 2) Ship the Prize to a Friend or Family Member as a Secret Santa Gift. For both Prize claim options, 1 and 2, you must specify the mailing address for the Secret Santa Gift Card to be shipped to and agree to the Contest Statement of Compliance, Release and Indemnity under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules and releases Contest Sponsor, Administrators and other parties. If a potential winner refuses or fails to complete the requirements, in accordance with these Official Rules, or is found to have violated the Official Rules of the Game in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Game Sponsor is returned as undeliverable or the Contest Sponsor or Administrators cannot reach the potential winner, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. Any incorrect mailing addresses or any address that results in the Secret Santa Gift Card being undeliverable is not the responsibility of the Contest Sponsor or Administrators and the prize may not be awarded. The Contest Sponsor and Administrators are not responsible for any lost or undelivered mail. All Secret Santa Gift Cards must be claimed by January 12, 2014. Please allow two (2) to four (4) weeks for delivery of the prize. Please allow two (2) to four (4) weeks for delivery of the prize.

**6. How to Enter Online Sweepstakes:** Go to [www.IrvingSecretSanta.com](http://www.IrvingSecretSanta.com) and follow the instructions on screen to enter. On this electronic entry form, you will be required to provide your registered Irving Rewards Card number and your e-mail address. Check off the box stating that you have read and agree to the Contest official rules and terms. Once you have completed the form, checked the box, and clicked to submit, you will be entered into the Prize Draws as outlined below (see Table 2). All Online entries must be submitted before 11:59:59 pm, EDT, on January 1, 2014 to be eligible for the Prize Draws outlined in Table 2 below. If you are unable to meet the requirements above, you may enter by sending a self-addressed envelope together with your Name, Address, State, Zip Code, Phone Number, E-mail Address and registered Irving Rewards Card number, clearly printed or typed on a 3” x 5” card or piece of paper to: “Irving Secret Santa Sweepstakes, 600 Main Street, Suite #300, Tonawanda, NY 14151-0888”. Please allow for two (2) weeks for mail-in entries to be received from the date post marked. All mail-in entries will be eligible for prize drawings occurring forty eight (48) hours after being received.

(See Draw Dates below). Limit one (1) mail-in request per person. No mechanically reproduced or computer-generated requests allowed. If you do not have an Irving Rewards Card, pick one up at any participating Irving Rewards location. To find Irving Reward locations and to register your Irving Rewards Card, go to [www.theirving.com](http://www.theirving.com). Please allow up to seven (7) days from the day that you register your new Irving Rewards Card, to be entered into the drawings for Online Sweepstakes. Only registered Irving Rewards Card members are eligible for the Online Sweepstakes.

**Additional Online Sweepstakes Entries:**

- a) **Come Back Every Day:** You can enter online once a day until the Sweepstakes End Date. For every day that you enter you will receive one (1) online entry. Limit one entry per registered Irving Rewards Cardholder, per valid e-mail address, per day.
- b) **Fill Up at Irving:** Receive three (3) bonus Online Sweepstakes ballots for each week you make a fuel transaction at an Irving location using your Irving Rewards Card from November 4, 2013 to December 29, 2013 (“Pump Bonus Online Ballots”). Pump Bonus Online Ballots will be updated weekly at on your account at [www.IrvingSecretSanta.com](http://www.IrvingSecretSanta.com).

**7. Online Sweepstakes Prize Draws:** There will be a total of seventy-six (76) online drawing prizes consisting of fifty (50) prizes of a fifty dollar (\$50.00) Irving Gift Card; twenty five (25) prizes of one hundred dollar (\$100.00) Irving Gift Card and one (1) Grand Prize consisting of Free Irving Gas for a Year, valued at two thousand, one hundred dollars (\$2,100.00). When you accumulate one to five (1 to 5) entries, you are automatically included in the drawings for the \$50.00 Irving Gift Cards. When you accumulate six to ten (6 to 10) entries, you are automatically entered into the drawings for \$100.00 Irving Gift Cards, plus you are automatically entered into any remaining drawings for \$50.00 Gift Cards. When you accumulate eleven (11) or more entries, you are automatically entered into the drawing for Free Gas for a Year, plus you are automatically entered into any remaining drawings. Limit one winner per registered cardholder, per e-mail address. Each online prize will be randomly drawn from among all eligible non-winning entries received up to 11:59:59 pm, EDT, on the day preceding the drawing. Schedule for drawing dates is detailed in Table 2, below. All non-winning eligible entries will automatically rollover into any subsequent draws.

**Prize Details:** Secondary Prizes: \$50.00 Irving Gift Card will be awarded as a \$50.00 Gift Card. \$100.00 Irving Gift Card prizes will be awarded as a \$100.00 Gift Card. In the event that Gift Cards of those denominations are not available for any reason, Contest Sponsor may elect to award the prizes with Gift cards of varying denominations, totaling either \$50.00 or \$100.00 as applicable.

**Grand Prize:** The Free Gas for a Year prize will be awarded as \$2,100.00 in Irving Gift Cards of varying denominations, totaling \$2,100.00.

**Exclusions:** Prizes are nontransferable and no cash substitution, in part or in whole, is allowed except by Contest Sponsor who may substitute a prize of equal or greater value should the advertised prize become unavailable. Prize awarded only to an eligible winner.

**Table 2 - Schedule of Online Sweepstakes Prize Draws:**

| Prize                     | Quantity  | Date                        |
|---------------------------|-----------|-----------------------------|
| \$50.00 Irving Gift Card  | 5         | Thursday, November 14, 2013 |
| \$50.00 Irving Gift Card  | 5         | Thursday, November 21, 2013 |
| \$50.00 Irving Gift Card  | 5         | Thursday, November 28, 2013 |
| \$100.00 Irving Gift Card | 5         |                             |
| \$50.00 Irving Gift Card  | 5         | Thursday, December 05, 2013 |
| \$50.00 Irving Gift Card  | 5         | Thursday, December 12, 2013 |
| \$100.00 Irving Gift Card | 5         |                             |
| \$50.00 Irving Gift Card  | 5         | Thursday, December 19, 2013 |
| \$50.00 Irving Gift Card  | 5         | Thursday, December 26, 2013 |
| \$100.00 Irving Gift Card | 5         |                             |
| \$50.00 Irving Gift Card  | 15        | Thursday, January 02, 2014  |
| \$100.00 Irving Gift Card | 10        |                             |
| Free Gas for a Year       | 1         |                             |
| <b>Total:</b>             | <b>76</b> |                             |

Online Sweepstakes Prize Draw Notification and Redemption: **For \$50.00 and \$100.00 Irving Gift Card Prizes:** If you have been drawn as the selected winner for our Online Sweepstakes, you will receive an e-mail notification of the Prize, sent to the email address registered with their Irving Rewards Card Number. To claim your Online Sweepstakes Prize, you must follow the link in the email notification which will take you to the Gift Card Redemption Webpage (“Redemption Webpage”). On the Redemption Webpage, you may choose to 1) Ship the Prize to Yourself; or 2) Ship the Prize to a Friend or Family Member as a Secret Santa Gift. For both Prize claim options, 1 and 2, you must specify the mailing address for the Prize to be shipped to and agree to the Contest Statement of Compliance, Release and Indemnity under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules and releases Contest Sponsor, Administrators and other parties. If a potential winner refuses or fails to complete the requirements, in accordance with these Official Rules, or is found to have violated the Official Rules of the Game in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Game Sponsor is returned as undeliverable or the Contest Sponsor or Administrators cannot reach the potential winner, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. Any incorrect mailing addresses or any address that results in the Prize being undeliverable is not the responsibility of the Game Entities and the prize may not be awarded. The Game Entities are not responsible for any lost or undelivered mail. All Online Sweepstakes Prizes must be claimed by January 12, 2014. Please allow two (2) to four (4) weeks for delivery of the prize. **For Free Gas for a Year Prize:** The Contest’s Administrator will notify you via e-mail and/or phone. If the selected winner does not respond to the Administrator’s e-mail and/or phone notification within 14 days of the Prize Draw, the potential winner will be disqualified and a new potential winner will be drawn. As a condition of awarding a Free Gas for a Year prize, potential winner must have signed and returned, within seven (7) days of receipt, the Contest Compliance, Release and Indemnity Agreement under which, among other matters, winner confirms his/her compliance and eligibility with these Official Rules, completes, unaided, a mathematical skill testing question and releases Contest Sponsor, Administrators and other parties. If a potential winner refuses or fails to return the required documents within the seven (7) day time frame in accordance with these Official Rules, or is found to have violated the Official Rules of the Game in any way, or is deemed ineligible to receive a prize for any reason, or if any prize or prize notification from Contest Sponsor or Administrators is returned as undeliverable or the Contest Sponsor or Administrators cannot reach the potential winner, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of the Free Gas for a Year prizes, the Contest Sponsor and Administrators will hold a draw to select an alternate prize winner(s) from among the pool of remaining, eligible entries received. No other such forfeited prizes will be awarded to alternate winners.

**8. Publicity:** Acceptance of a Secret Santa Gift Card or Online Sweepstakes Prize constitutes permission for Contest Sponsor to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the Prize Winners will be published on [www.IrvingSecretSanta.com](http://www.IrvingSecretSanta.com).

**9. Odds:** Odds of winning a Secret Santa Gift Card or Online Sweepstakes Draw depend on the total number of eligible entries received during the Contest Period.

**10. Restrictions:** The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Contest Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Contest.

**11. Privacy:** Contest Sponsor will be collecting personal data about you for the administration of the Contest and for purposes of internal market research. You may specifically request to be completely removed from participation in the Contest in accordance with paragraph 12 below. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Contest Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Contest Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information. To access to the information you have supplied when

registering for your Irving Rewards card, or to update or rectify your information, must be made by going to [www.theirving.com](http://www.theirving.com).

**12. Winners' List:** The names of the winners are available at [www.IrvingSecretSanta.com](http://www.IrvingSecretSanta.com).

**13. Remove:** You may at any time have yourself removed from the contest by following the "Remove" link at [www.IrvingSecretSanta.com](http://www.IrvingSecretSanta.com) and following instructions on the screen.

**14. General Terms and Conditions:** This Contest is void outside the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont and where prohibited by law, and is subject to all applicable federal, state, and local laws and regulations. By accepting any prize, winners acknowledge that the Contest Sponsor has neither made, nor is in any manner responsible or liable for any representations, guarantees or warranties, express or implied, in fact or in law, regarding any awarded prize, including but not limited to its quality, merchantability or mechanical condition. By participating in the Contest, each participant agrees to release and hold the Contest Sponsor and its employees, officers, directors, shareholders, agents, parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment agencies and legal advisors (collectively the "Released Parties"), harmless from any and all losses, damages, rights, claims and actions of any kind arising from or in connection with participation in the Contest or the acceptance, possession, or use of any prize, including without limitation, any loss, personal injury, death, property damage, and claims based on publicity rights, defamation, or invasion of privacy. All entries become the property of Contest Sponsor and will not be returned. "Released Parties" are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Contest or from downloading any material from the Contest Sponsor's Servers or from any other Internet web site, regardless of whether the material was prepared by Contest Sponsor, or a third party.

**CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Released Parties are further not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Contest Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Contest; (iv) any entries submitted in a manner that is not expressly allowed under these rules; or (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest. All incomplete or non-conforming entries will be disqualified. If for any reason this Contest cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of Contest Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Contest Sponsor reserves the right to terminate the Contest.

Total approximate retail value of all available prizes is \$81,100.00.

Game Sponsor: Irving Oil Corporation, Portsmouth, New Hampshire, USA.

Administrator: WSP International Limited, Markham, ON, Canada.