

**FINAL
7-6-09**

**The Fleet One Super Seven Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR TRANSACTION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

All entries, whether submitted by using a Fleet One Fuel Account card as described below; or via text message; or via online have an equal chance of winning. The Fleet One Super Seven Sweepstakes (“Sweepstakes”) begins at 12:01 AM Eastern Time (“ET”) on 7/15/09 and ends at 11:59 PM (ET) on 12/15/09 (“Sweepstakes Entry Period”).

1. Eligibility: Sweepstakes is open to legal residents of the 50 United States and D.C. who are 21 years of age or older and are business owners or operators of class 7 and/or class 8 vehicles who operate/own in the U.S. or have a Commercial Driver's License ("CDL") in good standing. Employees of Fleet One Holdings, LLC, (“the Sponsor”) and each of their respective parent companies, affiliates, distributors, subsidiaries, retailers, and advertising and promotion agencies (collectively, "Released Parties") and their immediate families (spouses, parents, children, and siblings and their respective spouses wherever they reside) and/or those living in the same household of each are not eligible to enter or win. Sweepstakes governed by U.S. law. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

2. There are four (4) ways to enter this Sweepstakes:

Method #1 (Transaction Entry): Register at www.FleetOne.com/sweeps. You will then be automatically entered in this Sweepstakes when you use your Fleet One Over The Road fuel card for any eligible purchase transaction during the Sweepstakes Entry Period (“Transaction Entry”). No limit on the number of Transaction Entries per Fleet One Over The Road corporate account. All other purchase transactions, including but not limited to transactions made on Fleet One partner or private label card programs, credits and other adjustment transactions, other similar fees and charges, and/or credit insurance premiums (and any other insurance premiums) are not eligible for Transaction Entry. Any Transaction Entry originating from unauthorized Fleet One Over The Road fuel card use or made with a lost, stolen, or fraudulent Fleet One Over The Road fuel card are void. Only purchase transactions made with a Fleet One Over The Road fuel card that is in good standing and that are processed and submitted through Fleet One’s transaction processing system during the Sweepstakes Entry Period are eligible for Transaction Entry. Fleet One Over The Road corporate account holders that created a Fleet One Over The Road corporate account prior to July 15, 2009 must register using one of the registration methods described herein to have their transactions tracked as additional entries. Non Fleet One Over The Road corporate account holders who create an account during the Sweepstakes period must register for the Sweepstakes using one of the registration methods described herein and provide the promotional code: “SWEEPS” on their credit application or during the account application process.

Method #2 (Text Entry): To register, send a text message with the word “SWEEPS” to code 48696 from your Wireless phone and you will be prompted to opt-in to the Sweepstakes. A text message entry must originate from a mobile phone associated with a business with a Motor Carrier (MC) number, Freight Forwarder (FF) number or U. S. Department of Transportation (U.S. DOT) number in good standing in order to be eligible for the Sweepstakes. You will be charged for the text message and mobile broadband service that originates from your phone according to the terms in your Calling Plan with your Wireless carrier. All entrants making a Text Entry must have a text messaging two-way capable phone and digital service (mobile broadband) in order to enter the Sweepstakes. Text Messaging is not available in all markets. In the event of a dispute over the identity of an entrant who

has entered via Method #2, Text Entry will be deemed submitted by the authorized account holder of the Wireless Mobile Telephone Number phone account ("MTN"). An authorized account holder of the MTN is deemed to be the natural person who is assigned a MTN by the Wireless Carrier or as shown on the Wireless Carrier's records. Mass Text Entries or entries generated by a script, macro or use of automated devices will be disqualified. Limit: No limit on entries.

Method #3 (Trade Show Entry): Complete the sweepstakes Official Entry Form located at the Fleet One booth (while supplies last) and deposit your entry in the sweepstakes receptacle provided at the table. One entry per Official Entry Form. Mechanically reproduced, computer generated, incomplete or illegible Trade Show Entries are void. All entries become the property of Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, or misdirected Trade Show Entries.

Method #4 (Free Online Entry): To enter online without making a purchase, visit www.fleetone.com/sweeps and follow all onscreen instructions to complete and submit the Online Entry in its entirety. Online Entries must be received by 11:59 PM (ET) on 12/15/09. Unlimited Online Entries are allowed per Fleet One Over The Road corporate account per day during the Sweepstakes Entry Period regardless if entrant has more than one (1) email address. Mass Online Entries or entries generated by a script, macro or use of automated devices will be disqualified. For more information regarding the collection, use and disclosure of entrants' personal information, please see Sponsor's privacy policy located at www.FleetOne.com/Privacy.aspx.

3. Random Drawings: Potential winners ("winners") will be selected in a random drawing from all eligible entries received on or about 1/5/10 under supervision of an independent judging organization ("judges") whose decisions are final and binding in all matters relating to this Sweepstakes. The first eligible entry drawn at random will be declared the First Prize winner. The second eligible entry drawn at random will be declared the Second Prize Winner, the third eligible entry drawn at random will be declared the Third Prize Winner, so on and so forth until all Prizes have been awarded. If a winner is from a Fleet One Fuel card purchase entry, the Prize will be awarded to the Fleet One Fuel cardholder (as determined by Fleet One's records). If a winner originates from an entry made using a corporate Fleet One card and the awarding of the prize is in conflict with corporate policy, prize will be forfeited and an alternate winner will be selected. Winners will be notified by mail, telephone and/or email. If a potential winner is contacted via email or telephone, he/she will need to provide his/her mailing address within a ten (10) day period in order to claim prize. Three attempts will be made to contact the potential winner within that time period. If the potential winner fails to respond within the ten (10) day period, or if the e-mail attempt is consistently returned as undeliverable or if any prize notification or prize is returned as undeliverable, it will result in disqualification, and the corresponding prize will be awarded to an alternate winner in a separate random drawing.

4. Prizes & their corresponding Approximate Retail Values ("ARV"): 1st Prize: A \$10,000 credit to the Winner's Fleet One corporate account; 2nd Prize: A \$7,500 credit to the Winner's Fleet One corporate account; 3rd Prize: A \$5,000 credit to the Winner's Fleet One corporate account; 4th Prize: A \$2,500 credit to the Winner's Fleet One corporate account; 5th Prize: A \$1,500 credit to the Winner's Fleet One corporate account ; 6th Prize: A \$1,000 credit to the Winner's Fleet One corporate account; 7th Prize: A \$500 credit to the Winner's Fleet One corporate account. Total value of all prizes: \$28,000.00. Odds of winning depend on the number of eligible entries received.

5. Prize Details: Prizes will be awarded as a credit to the winner's corporate Fleet One account to be used for fuel or vehicle maintenance at any of Fleet One's 5600+ Over The Road acceptance sites. If the winner does not have a Fleet One corporate account, one will be created for the winner by Fleet One. Each Prize will be a specific amount of money to be used for fuel regardless of the price per gallon at the time the fuel is pumped. Each prize is subject to the terms and conditions on the Fleet One Over The Road fuel card which are located at www.FleetOne.com/ApplyNow.aspx for non-customers or on file, per account, with Fleet One for existing customer accounts, as well as, and including, but not limited to the expiration date. Any remaining funds on a Fuel Card after the expiration

date (if any) will be forfeited (except where prohibited by law). No cash refund for any unused portion of a Fuel Card will be given except to the extent required by law. Sponsor not responsible for maintenance or fuel charges in excess of winning amount as indicated above.

Prizes are not redeemable for cash. Prizes are non-assignable or transferable. No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. Any other incidental expenses on a prize not specified herein are the sole responsibility of each winner. Winners may be responsible for all federal, state, local and income taxes associated with winning their respective prizes. Winners must provide the Federal ID number for their corporation or his/her social security number for the sole purpose of preparation of any tax forms as required by law.

6. Releases: All potential Winners will be required to complete, sign, notarize and return an Affidavit of Eligibility and Release of Liability and Publicity Release (where permissible by law) (collectively "Affidavit") within ten (10) days of date printed on notification or he/she will be disqualified and an alternate winner will be selected in a separate random drawing.

Sponsor is not responsible for prize notifications/affidavit(s) that are misdirected or not received. If prize notification or prize is returned as undeliverable, it will result in forfeiture of the prize and the prize will be awarded to an alternate winner in a separate random drawing. Prizes will be awarded within approximately 30 days after each winner verification.

Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, prize won, residence, likeness, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

7. ADDITIONAL TERMS AND CONDITIONS:

Sponsor is not responsible if Sweepstakes cannot be implemented due to delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages or terrorism. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor and its respective affiliates, parent, subsidiaries or agents are not responsible for: (i) late, lost, incomplete, mechanically reproduced, stolen, misdirected, damaged, impermissible entries or any other error whether human, mechanical or electronic; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment or carrier/network, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the telephone carrier's system, Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes.

Each winner agrees that Sponsor and its respective, affiliates, parents, subsidiaries, agents, employees, directors, or officers of these companies are not liable whatsoever for injury, damage, expense, accident, delay, irregularities, loss or claim caused or claimed to be caused, directly or indirectly, by participating in this Sweepstakes, or by the acceptance, possession, use or misuse of any prize awarded. By participating and redeeming a prize, each winner releases Sponsor and their respective affiliates, parents, subsidiaries and agents, employees, directors and officers from any and all loss, liability or damage resulting from or arising out of participation in the Sweepstakes and/or using prize. Entrants agree that (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or the determination of winners shall be resolved individually, without resort to any form of class action in a court of competent jurisdiction in Nashville, TN; (2) any and all claims, judgments and awards shall be limited to the actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for and entrant hereby waives all rights of claim to punitive, incidental and consequential damages and all other damages, other than for the actual out-of pocket expenses and any all rights to have damages multiplied or otherwise increase. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

By participating in the Sweepstakes, entrants (i) agree to be bound by these official rules, including all eligibility requirements; and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online and/or telephonic method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal and received by other still viable methods of entry.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW

8. Winners' List: For a list of winners (available on or about 1/5/10 until 2/5/10 log onto www.FleetOne.com and www.FleetOne.com/sweeps).

Sponsor: Fleet One Holdings, LLC, 613 Bakertown Road, Nashville, TN 37013.

MAIL PREFERENCE: If you do not wish to receive future sweepstakes mailings from the Sponsor, write to: Sweepstakes Opt-Out, c/o Fleet One Holdings, LLC, Marketing Department, 613 Bakertown Road, Nashville, TN 37013

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