1. **CONTEST PERIOD:**

The Lottery Swipe and Win Contest (the “Contest”) begins on November 12, 2013 at 12:00:01 a.m. Eastern Time (“ET”) and ends on January 7, 2014 at 11:59:59 p.m. ET (the “Contest Period”).

2. **ELIGIBILITY:**

Contest is open to residents of Canada excluding the Quebec, Northwest Territories, Nunavut and the Yukon, who: (i) have reached the legal age of majority in their province of residence at the time of entry; and (ii) are the authorized account holder of a registered Esso Extra card with an account in good standing at the time of entry, at time of winner selection and at time of prize fulfilment; except employees (including full-time, part-time and student employees; persons who are directly on payroll; and employees who are on paid or unpaid leave), officers, directors, representatives or agents (and those with whom any of the foregoing persons are domiciled, whether related or not) of: (i) Imperial Oil Limited (the “Sponsor”); (ii) the lottery corporations listed in Schedule “A” (collectively, the “Lottery Corporations”); (iii) Sponsor’s authorized retailers, distributors or franchisees; (iv) the respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies of any of the foregoing parties mentioned in (i) through (iii); and (v) any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest (collectively, the “Contest Parties”). Immediate family members of, or those domiciled with, any of the foregoing listed from above are not eligible to enter this Contest. In these Official Rules, "immediate family" is defined as parents, siblings, children and spouse.

The Contest is in no way sponsored, endorsed or administered by, or associated with any of the Lottery Corporations. Entrants provide information to the Sponsor and not to any of the Lottery Corporations. The information provided by entrants will only be used for the administration of this Contest in accordance with these Official Rules and Regulations (the “Rules”) and the Sponsor’s privacy policy (see below). The Lottery Corporations are hereby completely released of all liability by each entrant. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not any of the Lottery Corporations.

**Important Note:** Obtaining an Esso Extra Card is free. If you do not have an Esso Extra Card, you may enroll by visiting https://www.essoextra.com/pages/enroll.aspx. By enrolling to become an Esso Extra member, you agree to be legally bound by the terms and conditions of the Esso Extra Card program as amended from time to time.

3. **HOW TO ENTER:**

There are two (2) ways to enter the Contest:

i. **With Purchase:** During the Contest Period, you will earn one (1) entry when you: (i) make a lottery purchase (an “Eligible Purchase”) from a participating Esso station in Canada (a “Participating Location”); and (ii) swipe your Esso Extra Card or Royal Bank Esso Visa or Speedpass linked to the Esso Extra Card at the time of purchase. Entries will automatically be tracked and allocated by the Sponsor. To be eligible, Entries earned via this method must be completed in accordance with these Rules during the Contest Period.

OR

ii. **No Purchase Necessary:** To obtain one (1) Entry in the Contest without making an Eligible Purchase, print your first name, last name, daytime telephone number, registered Esso Extra Card number, age and complete mailing address (including postal code) on a plain white piece of paper and mail it (in an envelope with sufficient postage) to: “Lottery Swipe and Win” Contest Entry, P.O. Box 1580, Station B, Mississauga, ON L4Y 4G3 (the “Request”). Upon receipt of your Request in accordance with these Rules, you will receive one (1) Entry in the Contest per unique and original Request per envelope with sufficient postage. To be eligible, each Request must: (i) be received separately in an envelope bearing sufficient postage (i.e. mass mail-in Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and have a post-marked date no later than January 7, 2014. The Released Parties (defined below) take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests (all of which are void).
4. **ENTRY LIMIT AND SPONSOR’S RIGHT TO VERIFY:**

There is a limit of five (5) Entries per member, per day (defined for the purposes of these Rules as 12:00:00 a.m. local time to 11:59:59 p.m. local time) permitted during the Contest Period, regardless of the method of entry. For greater certainty and the avoidance of any doubt, you can only use one (1) Esso Extra Card to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than the stated maximum number of Entries; and/or (ii) use multiple names, identities, Esso Extra Cards and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries, regardless of how such Entries are submitted (all of which are void).

All Entries, regardless of how such Entries are submitted, are subject to verification by the Sponsor or their designated representatives at any time and for any reason. You are not eligible to win a Prize if on the Draw Date: (i) your Esso Extra Card is suspended or cancelled or (ii) your Esso Extra card is not registered. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and legitimacy of an Entry/Request entered (or purportedly entered) for the purposes of this Contest; or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor in a timely manner may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a valid Entry/Request in this Contest will be the Sponsor’s official clock(s).

5. **DISPUTES REGARDING ENTRIES:**

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Esso Extra Card associated with the Entry in question (as determined by Sponsor, in its sole and absolute discretion, in accordance with its official records). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Esso Extra Card associated with the Entry in question. All decisions of the Sponsor regarding who qualifies as the authorized account holder of an Esso Extra Card will be final and binding without right of appeal.

6. **REGIONAL ALLOCATION:**

For the purposes of allocating Prizes (defined below), there will be three (3) regions (each, a “Region” and collectively, the “Regions”) as follows:

- **West:** Alberta, British Columbia, Manitoba, Saskatchewan;
- **Central:** Ontario; and
- **East:** Nova Scotia, PEI, Newfoundland and Labrador, New Brunswick.

Entries will automatically be allocated to the applicable Region by the Sponsor, in its sole and absolute discretion, in accordance with its official records using the region where the Esso Extra Card is swiped, not the entrant’s Region of residence.

7. **THE PRIZES AND APPROXIMATE RETAIL VALUES:**

There will be one (1) prize (each, a “Prize” and collectively, the “Prizes”) available to be won per Region, each consisting of five hundred thousand (500,000) Esso Extra points.

Limit of one (1) Prize per member. Each Prize must be accepted as awarded without substitution and is not
transferable, not assignable, not for resale and has no cash surrender value (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

The retail value of Esso Extra Points depends on the chosen method of redemption and available reward options at the time of redemption. By way of example only, the approximate retail prize value of 500,000 Esso Extra points is $3,000 in gas redemptions of $30. Esso Extra points are subject to the terms and conditions of the Esso Extra program as amended from time to time. It is anticipated that the Esso Extra points will be credited to each confirmed winner's Esso Extra account within seven to ten (7-10) business days of receipt of the declaration and release form.

8. RANDOM PRIZE DRAW AND WINNER SELECTION:

On or about January 15, 2014 (the “Draw Date”) in Mississauga, ON at approximately 2 p.m. ET at the Independent Judging Agency, one (1) eligible entrant per Region will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules for the applicable Region. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules in each Region.

The selected entrants will be contacted by telephone or email (using the telephone or email associated with the Esso Extra card in accordance with the Sponsor’s official records) within 10 days of the draw, and must sign and return (within 14 days of receipt) a declaration and release. If a selected entrant cannot be contacted within ten (10) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules for the applicable Region (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each selected entrant will be required to: (a) correctly answer a mathematical skill-testing question to be administered by telephone or email without mechanical or other aid; and (b) sign and return within fourteen (14) business days of receipt the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability in connection with this Contest, his/her participation therein and the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction or other use of his/her name, address, voice, statements about the Contest or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question within the time limit; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules for the applicable Region (in which case the foregoing provisions of this section shall apply to such newly selected entrant). The Sponsor is not responsible for contacting or forwarding the Prize to an entrant who provided incorrect or incomplete information.

9. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY
REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for the failure of any Entry, Request or other information to be received, captured or recorded for any reason. The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor and other third parties storing, continuing maintenance of your file, sharing and using the personal information submitted or associated with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor’s privacy policy (available at: www.essoextra.com or contact the Sponsor directly by phone at 1-800-567-3776), unless the entrant otherwise agrees. Personal information provided by participating in the contest or subsequently is maintained in a separate file for the purposes of Imperial Oil promotions and the marketing of goods and services by Imperial Oil alone or in conjunction with other third parties. The file of an entrant is located at the offices of Imperial Oil’s representative currently located in Toronto, ON. Only Imperial Oil employees, and its duly authorized representative, who have a need to access your file in carrying out their responsibilities will have such access. You have a right to access the personal information contained in your file. If you wish to access, request a correction or have us discontinue maintenance of your file, or to withdraw your consent to the use or disclosure of information in your file, or to make a complaint or inquiry, you should write to Imperial Oil, 165 University Avenue, Suite A-450, Toronto, ON M5H 3B8 or call 1-800-567-3776.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry or Request with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

**Schedule “A” (Lottery Corporations)**

| Ontario Lottery and Gaming Corporation |
| British Columbia Lottery Corporation |
| Western Canada Lottery Corporation |
| Atlantic Lottery Corporation |