

PROGRAM TERMS

Marathon Visa® Card Rebate Program Rules

PLEASE READ THE FOLLOWING RULES CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS IN THE MARATHON VISA CARD REBATE PROGRAM.

1. General Information; Definition of Terms. The Marathon Visa Card Rebate Program ("Program") is provided by Marathon Petroleum Company LP ("MPC"), which is solely responsible for the Program's operation. MPC may change the terms of the Program at anytime. The Program allows you to earn Marathon prepaid cards ("Marathon Prepaid Cards") based on the amount you spend as described in Section 3 below, using your Marathon Visa Card account ("Account"). These program rules, as set forth herein, ("Program Rules") contain the entire understanding between you and MPC regarding the Program. In these Program Rules, the terms "Cardholder," "you" and "your" mean the Account holder. The terms "Bank," "we," "our," "ours," and "us" mean World Financial Network Bank, a ComenitySM company, or its assignees. Other capitalized terms not specifically defined have the same meaning as in your Marathon Visa Card Agreement. The Program is not available to the extent it is prohibited by federal, state, or local law.

2. Eligibility. You will be automatically enrolled in the Program when you make your first purchase after the start of the Program with your Marathon Visa Card beginning September 28, 2011. To remain eligible to accumulate a Rebate under the Program, your Account must be in Good Standing. "Good Standing" means your Account is open to new charges and is not (1) more than 60 days past due under your Marathon Visa Card Agreement or (2) flagged as lost, stolen, or fraudulent according to Bank's written or electronic records. –So long as your Account is in Good Standing, enrollment shall continue until a notification of cancellation by Cardholder is received. Notwithstanding anything to the contrary in these Program Rules, MPC reserves the right to approve, deny or revoke enrollment in the Program to any individual for any reason whatsoever.

3. Earning Rebates. Rebate calculation is determined based on the national average retail gasoline price per gallon and Marathon-branded site ("Marathon") purchases, which includes fuel purchases and convenience store items at a Marathon location. Your Rebate is calculated in the following manner: your total Marathon purchases, excluding "Commercial Transactions" defined below, in each calendar month are divided by the previous month's national average retail gasoline price per gallon as reported by the U.S. Department of Energy, and then the result of that division is multiplied by the applicable amount per the current Rebate tiers under the Program based on the current month's total spend ("Rebate"). To find the current published "U.S." "Monthly" average for "Gasoline – All Grades", go to: http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_m.htm.

To view current Rebate tiers, go to: http://www.marathonpetroleum.com/brand/Credit_Gift_Fuel_Cards/Marathon_Visa_Card. Transactions that are deemed commercial in nature are not eligible to earn a Rebate in the Program ("Commercial Transactions"). For the purposes of this Program, Commercial Transactions are those transactions, determined in MPC's sole discretion to be for a purpose or nature primarily associated with business or non-individual consumer based purchases. Examples of Commercial Transactions include, but are in no way limited to the following: bulk deliveries, paying off accounts receivable, farm accounts or delivery accounts, fuel oil deliveries, any sale occurring off a station premises, product purchased for resale, truck/fleet transactions, and any transactions deemed by MPC to exceed the average or reasonable transaction amount at a retail motor fuel station. Commercial transactions may be deducted from the Rebate calculation and may result in future disqualification from participation in the Program.

4. Rebates. Your Rebate information is located on your monthly billing statement or can be obtained by accessing your Account information online at comenity.net/marathon. Rebate fulfillment will be done automatically on a monthly basis. Once you accumulate \$25 in Rebate value, you will be sent a \$25 Marathon Prepaid Card to use on any future Marathon purchase. Any Rebate amount less than multiples of \$25 will carry over to the next month. You may receive multiple Cash Cards in a given month. Marathon Prepaid Cards must be presented at time of purchase. Marathon Prepaid Cards are not valid on previous purchases. Marathon Prepaid Cards are not redeemable for cash, nor accepted as payment for any amounts or fees due under the Cardholder's Account. Lost, stolen, or mutilated Marathon Prepaid Cards will not be replaced under any circumstances. A Rebate not fulfilled within 24 months after it is earned shall expire.

5. Governing Law. The Program, including all terms and conditions of it, is governed by Ohio law.

6. Tax Liability. Determination and payment of tax liability related to participation in the Program is the sole responsibility of the Cardholder.

7. Changes to the Program and the Program Rules. The Program is provided by MPC. MPC, at its sole discretion and at any time without notice, may add to, modify or eliminate any aspect of the Program or any provision of these Program Rules, including, without limitation, the Program administrator, the method of accumulating Rebates, the number of Rebates required for a Marathon Prepaid Card, the value of Rebates or Marathon Prepaid Cards, and the circumstances in which Marathon Prepaid Cards may be redeemed.

8. Cancellation; Termination. MPC may cancel your participation in the Program if you or any Authorized User commits fraud in connection with the Program or your Account, or otherwise violates these Program Rules. Upon discovery of your first violation of the Program Rules, MPC shall send you written notification, and such violation will result in a loss of Rebates for the transactions found to have been related to the violation. Upon discovery of your second violation of the Program Rules, MPC shall send you written notification and shall terminate your rights and privileges under the Program, as well as any accrued Rebates, and you shall not be eligible for any further rights or privileges set forth in under the Program, including the ability to accrue Rebates. In addition, MPC may terminate the Program with 30 days' advance written notice. Your Rebates will expire on the date indicated in the notice.

9. Inquiries about the Program. All inquiries regarding Rebates and Marathon Prepaid Card issuance should be directed to MPC Customer Service at 1-866-308-0680 (TDD/TTY 1-800-695-1788) or by writing to World Financial Network Bank, P.O. Box 182273, Columbus, Ohio 43218-2273.