## SHELL ROTELLA 2023 SUPER TRACTORS CONTEST

## **OFFICIAL RULES**

## INTERNET ACCESS IS REQUIRED. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

1. ELIGIBILITY: To be eligible to enter the Shell Rotella 2023 Super Tractors Contest (the "Contest"), you must: (a) be a legal resident of and currently residing in one of the fifty (50) United States of America and the District of Columbia (collectively, the "US") and Canada (excluding Quebec), (b) be the age of majority in your state/province/territory of legal residence at the time of registration, (c) own or operate a farm tractor ("Tractor"), defined below, and (d) be a MyMilesMatter by Shell Rotella® member (each a "Contestant"; collectively, "Contestants"). A "Tractor" is defined as a motor vehicle designed and manufactured for agricultural purposes and exclusively used in the conduct of agricultural operations, regardless of hours or type of agricultural use. Modified, non-farm and non-mechanical vehicles are not eligible. If an individual is not a MyMilesMatter member, they may become a member by registering online at www.mymilesmatter.com in the US or www.mymilesmatter.ca in Canada. There is no cost to become a MyMilesMatter member. To view full terms and conditions of MyMilesMatter and more details, please go to www.mymilesmatter.com in the US or www.mymilesmatter.ca in Canada. Employees of Pennzoil-Quaker State Company d/b/a SOPUS Products and Shell Canada Products (collectively, "Sponsor") and its parent, affiliate and subsidiary companies, participating advertising and promotion agencies, prize suppliers, including but not limited to those entities involved in the preparation of materials for, administration and/or execution of this Contest (collectively, "Contest Entities") and their immediate family members (spouse, siblings, children and parents including step-relations) and/or those living in the same household of such employees (whether or not related) are ineligible.

Potential Winner, defined in Section 4, is subject to determination of eligibility and verification by Sponsor or its authorized representative before any Prize, defined in Section 5, will be awarded. This Contest is subject to all applicable, federal, state/provincial/territorial and local laws and regulations and is void where prohibited. By entering in the Contest, all Contestants and the Potential Winner agree to be bound by these Official Rules and the decisions of Sponsor or its authorized representative, which are final and binding in all matters concerning this Contest. Winning the Prize is contingent upon fulfilling all requirements set forth herein.

**2. REGISTRATION PERIOD/VOTING PERIOD:** The "Registration Period" starts at 12:00 PM Central Time ("**CT**") on September 18, 2023 and ends at 5:00 PM CT on September 29, 2023. The "Voting Period" starts at 10:00 AM CT on September 30, 2023 and ends at 8:00 AM CT on October 10, 2023. Sponsor's computer will be the official timekeeping device of this Contest. Sponsor is not responsible for late, incomplete, or misdirected electronic submissions.

**3. HOW TO REGISTER FOR THE CONTEST:** During the Registration Period, using your smart-phone device, tablet or computer, access the registration website by entering https://supertractors.mymilesmatter.com/peopleschoice in your web browser. Then, follow the instructions to complete and submit the online registration form for the Contest. During registration, each Contestant must answer the question of whether or not they are a MyMilesMatter member and enter their login credentials. To complete registration for the Contest, each Contestant must provide the following information on the registration website: enter the Tractor nickname (optional) and feature notes (optional); check the box on whether or not the Contestant is the owner of the Tractor and, if the Contestant is not the owner of the Tractor, enter the name of the operator; select the Tractor's year and

make from drop-down menus; enter the Tractor's model, total hours on the Tractor and the number of hours the Tractor is operated per year; enter the current oil brand used in the Tractor (optional); select how you get your oil changed (optional) and where you purchase your oil (optional) from drop-down menus; enter how often you change your oil (optional) and click the checkbox to agree to the following statement: "I understand that by registering for this event I will be required to show proof of my identity and age to prove eligibility as this is required to compete". The Contestant must also upload at least one (1) image of their Tractor in accordance with the "Submission Guidelines and Requirements" set forth below. Limit one (1) Tractor per entry, including a total of no more than ten (10) images of the Tractor. The Contestant must then agree to these Official Rules and sign their complete name. A Contestant may post an image to their social media platform provided they use the hashtag **#contest** in any such post. All submissions must be completed online through the registration website by 5:00 PM CT on September 29, 2023.

- **A.** SUBMISSION GUIDELINES AND REQUIREMENTS:
  - Each image (a "Submission") must be in English;
  - Photographs must be in one of the following file formats: .jpg, .jpeg, .gif and/or .png;
  - Each photograph file must not exceed 3 MB;
  - A Submission must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
  - A Submission must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
    - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
    - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
    - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
  - A Submission must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
  - A Submission must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age;
  - A Submission must not show any Confederate flag/symbols, promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities;
  - A Submission must not defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its customers or its products, or other people, products or companies;
  - A Submission must not contain trademarks, logos or trade dress owned by others (except Sponsor's trademarks, logos or trade dress), or advertise or promote any brand or product of any kind (except Sponsor's products), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
  - Only the Contestant may appear in a Submission. Submissions with images of other people may be disqualified;
  - A Submission must not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and

• A Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

NOTE: If any Submission fails to comply with any of these Submission Guidelines and Requirements or any other provisions of these Official Rules, Sponsor and/or its authorized representative reserve the right, in their sole discretion, to disqualify the Contestant and the Submission will not be eligible to win.

Each Contestant hereby grants to Sponsor and its affiliated companies and designated agents a nonexclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right (a) to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the Contestant with the Contestant's Submission or otherwise through the Contest ("**Contest Materials**"), (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly), license, offer to sell and sell, rent, lease, or lend copies of the Constant's Submission (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. Additionally, each Contestant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of themself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest.

Ownership of Submission will remain with the Contestant. Once a Submission is entered into the Contest, any such posting will be deemed made at the direction of the Contestant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT THEY WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS THE WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, Contestant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Submission.

4. DETERMINATION OF THE POTENTIAL WINNER: One (1) potential winner ("Potential Winner") of the Contest will be determined by popular vote during the Voting Period based on all eligible submissions during the Registration Period. Anyone who is a MyMilesMatter member can cast a vote by visiting https://www.mymilesmatter.com/supertractors/peopleschoice in the US and https://www.mymilesmatter.ca/supertractors/peopleschoice in Canada and following the instructions to cast their vote during the Voting Period. Limit one (1) vote per person per calendar day during the Voting Period. A calendar day begins at 12:00 AM CT and ends at 11:59 PM CT during the Voting Period. If a person votes for more than one (1) Submission per day by using multiple/different email addresses, identities, and logins, cheating or fraud, through a club or similar entity, or any other unauthorized methods, all of their votes may be disgualified. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during a calendar day by a single voter or email address will be disqualified. Votes intended to impact the integrity of the voting process as determined by Sponsor in Sponsor's sole discretion are void. Payment or other consideration in exchange for votes is prohibited. Sponsor will count the votes and the Contestant/Submission with the most votes will be the Potential Winner of the Contest. In the event of a tie, the Contestant who received the most votes first will win.

**5. PRIZE AND APPROXIMATE RETAIL VALUE:** Subject to the terms and conditions of these Official Rules, a maximum of one (1) Prize will be awarded in connection with this Contest. The "Prize" consists of a \$250 USD check (made payable to the Winner, defined in Section 6); a custom Shell Rotella branded jacket; and 10,000 MyMilesMatter Reward Miles.

**A.** Total approximate retail value ("**ARV**") of the Prize is \$470.00 USD/\$636.43 CAD. Any difference between the stated ARV and the actual value of the Prize will not be awarded. Prize or Prize notifications that are unclaimed, unredeemed or returned as undeliverable will remain un-awarded.

**B.** All federal, state/provincial/territorial and local taxes payable in respect of the Prize are solely the responsibility of the confirmed Winner. Prize does not include any other item or cost, fee, and other expense not specified in these Official Rules, and any such expenses including but not limited to tax, title, commission, insurance, transportation costs and any other costs, fees, or expenses associated with accepting the Prize are the sole responsibility of the Winner. Any valuation of the Prize stated above is based on available information provided to Sponsor at the time these Official Rules were published, and the value of the Prize awarded may be reported for tax purposes as required by law. A Form 1099 in the amount of the total Prize value may be issued to the Potential Winner by Sponsor or its authorized representative if the total Prize value is \$600 USD or more, and they must provide Sponsor or its authorized representative with their taxpayer identification number or social security number before the Prize will be awarded, if applicable. For more information regarding Sponsor's Privacy Policy, visit www.shell.us/privacy in the US and www.shell.ca/en\_ca/privacy in Canada. Any difference between the stated ARV and the actual value of the Prize will not be awarded.

**C.** No assignment, transfer, or substitution of the Prize, in whole or in part, is permitted, except that Sponsor reserves the right in its sole discretion to substitute the Prize, or a portion thereof, with a prize item or items of equal or greater value, if the Prize (or any portion thereof) cannot be awarded for any reason, as determined by Sponsor in its sole and absolute discretion, without liability. Prize cannot be exchanged or redeemed for cash and will not be replaced if lost, damaged, or stolen.

## Any depiction of the Prize or any element thereof in promotional and advertising materials in connection with this Contest is for illustrative purposes only and may not be the actual Prize awarded.

**6. HOW TO CLAIM THE PRIZE**: On or around October 10, 2023 at or about 11:00 AM CT, the Potential Winner will be contacted by Sponsor or its authorized representative, in their sole discretion, via email and/or phone at the email address and/or phone number provided by the Contestant to register in the Contest to notify them that they have been selected as the Potential Winner and to verify their eligibility. The Potential Winner will have one (1) business day to respond to this notification. Potential Winner must respond as instructed in the notification message. Contestants should regularly check their spam filters and voice mail messages to ensure that they do not contain any Contest notifications. Failure to promptly respond to Sponsor's notification may result in forfeiture of the Prize.

To be declared the "Winner", the Potential Winner must meet all eligibility requirements and the terms and conditions of these Official Rules. Potential Winner is subject to verification of eligibility and confirmation of compliance with these Official Rules by Sponsor or its authorized representative, whose decisions are final and binding. The Potential Winner is not the Winner unless and until the Potential Winner's eligibility has been confirmed and the Potential Winner has been notified that such verification is complete, and any necessary documentation has been properly submitted to Sponsor or its authorized representative. The Potential Winner will be required to sign and return an Affidavit or Declaration of Eligibility and a Liability/Publicity Release (except where prohibited by law) ("**Declaration & Release**"), within a time period specified by Sponsor before being declared the Winner and receiving the Prize. Potential Winner may be required to furnish proof of identification, proof of ownership (e.g. bill of sale) and other proof of eligibility under these Official Rules. Failure to comply with this requirement may result in forfeiture of the Prize and selection of an alternate potential winner in accordance with the criteria set forth in Section 4 until a final Winner is declared, in Sponsor's sole and absolute discretion.

**For Canadian residents only:** To be declared the Winner, Potential Winner must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by email.

The Potential Winner may waive the right to receive the Prize or must be able to accept the Prize as awarded in its entirety or not at all. The Winner agrees to accept the Prize "as is", and Contestants hereby acknowledge that Contest Entities 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, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the Prize. If the Potential Winner is found to be ineligible or not in compliance with the Official Rules of this Contest; declines to accept the Prize; or Sponsor or its authorized representative is unable to contact the Potential Winner within one (1) business day after the first notification attempt, the Prize will be forfeited and may be awarded, in Sponsor's sole and absolute discretion, to an alternate potential winner. If the Prize or Prize notification is ignored, returned as unclaimed, or undeliverable for whatever reason beyond the control of Sponsor, the Prize will be forfeited and may be awarded to an alternate winner in Sponsor's sole discretion. Sponsor and/or its authorized representative shall not be responsible for failed attempts to notify the Potential Winner and no responsibility is assumed by the Sponsor and/or its authorized representative for any correspondence returned as undeliverable or any other problems associated with the attempt(s) to notify the Potential Winner.

The Potential Winner agrees to accept the Prize "as is", and Contestants hereby acknowledge that Contest Entities 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, including express warranties (if any) provided exclusively by a Prize supplier that are sent along with the Prize. Acceptance of the Prize constitutes permission for Sponsor and/or Contest Entities to use the Winner's name, biographical information, opinions, voice, photograph and/or likeness for advertising and promotional purposes in any and all media now known or hereinafter developed throughout the world in perpetuity, without additional compensation, review, notification or permission, unless prohibited by law.

Subject to the terms and conditions set forth in these Official Rules, MyMilesMatter Reward Miles will be automatically deposited in the member's account and all other Prize items will be mailed to the Winner within sixty (60) days after verification is complete. No other delivery option will be available.

**7. LIMITATIONS OF LIABILITY/INTERNET:** SPONSOR AND/OR CONTEST ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, PRINTING, HUMAN OR OTHER ERROR INVOLVED OR RELATING TO THE ADMINISTRATION OF OR ASSOCIATED WITH THE CONTEST, PROCESSING OF ENTRIES, THE SELECTION OR VERIFICATION OF THE POTENTIAL WINNER, OR THE ANNOUNCEMENT OF THE WINNER. IN NO EVENT WILL MORE THAN ONE (1) PRIZE BE AWARDED. ADDITIONALLY, SPONSOR AND/OR CONTEST ENTITIES ARE NOT RESPONSIBLE FOR ERRORS RESULTING IN OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATIONS OR TRANSMISSION. THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF CONTEST MATERIALS, OR FOR TECHNICAL, NETWORK, TELEPHONE EQUIPMENT, ELECTRONIC, COMPUTER, HARDWARE OR SOFTWARE, TELEPHONE OR OTHER COMMUNICATIONS, INCOMPATIBILITY, MALFUNCTIONS OR LIMITATIONS OF ANY KIND, OR INACCURATE TRANSMISSIONS OF OR FAILURE TO RECEIVE INFORMATION BY SPONSOR ON ACCOUNT OF TECHNICAL PROBLEMS, LOST OR UNAVAILABLE NETWORK CONNECTIONS, TELEPHONE CONNECTIONS, WIRELESS DEVICE CONNECTIONS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, HUMAN ERROR, OR ANY COMBINATION THEREOF. IF FOR ANY REASON THE CONTEST, OR ANY ELEMENT THEREOF, IS NOT CAPABLE OF RUNNING AS PLANNED, INCLUDING INFECTION BY COMPUTER VIRUS, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, CHEATING, FRAUD, TECHNICAL FAILURES, OR ANY OTHER CAUSES, TECHNOLOGICAL OR OTHERWISE, WHICH CORRUPT, DISRUPT OR OTHERWISE AFFECT THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY, OR PROPER CONDUCT OF THIS CONTEST, SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND ANY AND ALL ASPECTS OF THE CONTEST, AND PROCEED IN A MANNER IT DEEMS FAIR REASONABLE AND IN KEEPING WITH THE INTENT OF THE CONTEST, INCLUDING DETERMINATION OF THE POTENTIAL WINNER FROM ALL ELIGIBLE ENTRIES RECEIVED BY SPONSOR PRIOR TO SUCH CANCELLATION, TERMINATION, MODIFICATION OR SUSPENSION. SPONSOR FURTHER RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT SUSPECTS, IN ITS SOLE AND ABSOLUTE DISCRETION, TO BE TAMPERING WITH THE OPERATION OF THE CONTEST. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM AND SEEK PROSECUTION OF ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

IN NO EVENT WILL THE RELEASED PARTIES (DEFINED IN SECTION 8) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST. SPONSOR HAS NOT MADE, AND SPONSOR IS NOT RESPONSIBLE IN ANY MANNER FOR, ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO THE PRIZE, INCLUDING BUT NOT LIMITED TO, QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

SPONSOR CANNOT GUARANTEE THIS CONTEST WILL BE AVAILABLE VIA ALL WIRELESS CARRIERS. STANDARD DATA PLAN RATES MAY APPLY. OTHER CHARGES MAY ALSO APPLY. CONTESTANTS SHOULD CHECK THEIR MOBILE PLAN FOR RATES AND OTHER DETAILS RELATING TO PARTICIPATION IN THE CONTEST VIA MOBILE URL.

**8. RELEASE AND INDEMNIFICATION:** EACH CONTESTANT AND THE WINNER AGREE, BY PARTICIPATING IN THIS CONTEST OR ACCEPTING THE PRIZE, TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, CONTEST ENTITIES, AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, WEB DEVELOPMENT COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES, AND ANY OTHER PERSONS OR LEGAL ENTITIES PARTICIPATING IN THE DESIGN, ADMINISTRATION OR FULFILLMENT OF THIS CONTEST AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SOCIAL MEDIA PLATFORMS (INCLUDING BUT NOT LIMITED TO FACEBOOK, INC.; TWITTER, INC.; INSTAGRAM, LLC; AND SNAPCHAT, INC.) ("SOCIAL MEDIA PLATFORM"), EMPLOYEES AND AGENTS (COLLECTIVELY "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY THREATENED OR ACTUAL INJURIES, LOSS, COSTS, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), OR DAMAGES OF ANY KIND TO ANY PERSON, INCLUDING DEATH OR DISABILITY, AND PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM PARTICIPATION IN THIS CONTEST OR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY WHETHER HOSTED BY SPONSOR OR A THIRD PARTY OR INABILITY TO PARTICIPATE IN PARTS THEREOF INCLUDING, WITHOUT LIMITATION, CLAIMS, SUITS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY, AND WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. INDIVIDUALS COVENANT NOT TO SUE ANY RELEASED PARTY OR CAUSE THEM TO BE SUED REGARDING ANY MATTER RELEASED ABOVE; AND FURTHER COVENANT NOT TO DISAFFIRM, LIMIT OR RESCIND THIS RELEASE. A WAIVER BY SPONSOR OR ANY CONTEST ENTITY OF ANY TERM IN THESE OFFICIAL RULES DOES NOT CONSTITUTE A WAIVER OF ANY OTHER PROVISION.

**9. GOVERNING LAW; DISPUTES:** By participating in this Contest, each Contestant who is a legal resident of the US agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, the Prize or any portion thereof, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Houston, Texas, as applicable, and such Contestant shall irrevocably submit to the exclusive jurisdiction of the United States District Court in Houston, Texas over any claim or matter arising under or in connection with the Contest or these Official Rules; and (ii) in addition to the limitations in Section 7 of these Official Rules, any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestants and Sponsor, shall be construed and governed by the laws of the State of Texas and federal laws applicable therein, without regard to conflicts of law rules.

By participating in this Contest, each Contestant who is a legal resident of Canada agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, the Prize or any portion thereof, shall be resolved individually, without resort to any form of class action, and exclusively in accordance with the laws of the Province of Alberta and federal laws of Canada, as applicable, and such Contestant shall irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta over any claim or matter arising under or in connection with the Contest or these Official Rules; and (ii) in addition to the limitations in Section 7 of these Official Rules, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the Contestants and Sponsor, shall be construed and governed by the laws of the Province of Alberta and federal laws of Canada, as applicable, without regard to conflicts of law rules.

**10. GENERAL:** Sponsor reserves the right in its sole discretion to rescind, amend, extend or cancel this Contest, in whole or in part, at any time without notice in its sole discretion. By participating in the Contest or accepting the Prize, Contestants and the Winner agree to these Official Rules and the decisions of Sponsor or its authorized representative, which are final and binding in all matters and all respects relating to this Contest. Contestants waive any right to claim ambiguity in these Official Rules. This Contest is void outside of the US and Canada and wherever else prohibited or restricted by law.

11. USE OF PERSONAL INFORMATION AND PRIVACY: By participating in the Contest, each Contestant: (i) grants to Sponsor the right to use their name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; (ii) grants to the Sponsor the right to use their Personal Information for administrative, publicity, and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose their Personal Information to third-party agents and service providers of Sponsor in connection with any of the activities listed in (i) and (ii) above. Sponsor will use the Contestant's Personal Information only for identified purposes and protect the Contestant's Personal Information in a manner that is consistent with Sponsor's Privacy Policy at: www.shell.us/privacy in the US and www.shell.ca/en ca/privacy in Canada. Each Contestant acknowledges and agrees that Sponsor is granted the right to publish the name of the Winner in a Winner List in accordance with Section 12 of these Official Rules. By participating in the Contest, each Contestant will be sharing their personal information with Sponsor or its authorized representative, only for the purposes of entering this Contest. Contestants and the Winner acknowledge and agree that Sponsor (or its authorized representative) is granted the right to publish the name of the Winner in a Winner List in accordance with Section 12 of these Official Rules. By entering the Contest, each Contestant agrees to Sponsor's use of the Contestant's personal information as described herein and in Sponsor's Privacy Policy at www.shell.us/privacy in the US and www.shell.ca/en\_ca/privacy in Canada.

**12. WINNER LIST:** The name of the Winner will be posted online on or around November 15, 2023 at <a href="https://www.mymilesmatter.com/supertractors/peopleschoice">https://www.mymilesmatter.com/supertractors/peopleschoice</a> in the US and <a href="https://www.mymilesmatter.ca/supertractors/peopleschoice">https://www.mymilesmatter.ca/supertractors/peopleschoice</a> in Canada.

**13. SOCIAL MEDIA:** This Contest is in no way sponsored, endorsed, administered by or associated with any social media platform including but not limited to Facebook Inc.; Twitter, Inc.; Instagram, LLC; and/or Snap, Inc.

**14. SPONSOR:** Pennzoil-Quaker State Company d/b/a SOPUS Products, 150 N. Dairy Ashford, Houston, TX, 77079. Canadian Address: Shell Canada Products, 400 - 4th Avenue S.W., Calgary, AB T2P 2H5.

All trademarks, logos and names are property of their respective owners, which are not sponsors of nor otherwise affiliated or associated with this Contest. All rights reserved.

US: Rotella is a trademark of Shell Trademark Management B.V. / Canada: <sup>®</sup> Trademark of Shell Brands International AG. Used under license.

© SOPUS Products 2023. All rights reserved.

Currency conversions as of August 23, 2023.