

**SHELL 10YA OF FUEL REWARDS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN

PROMOTION DESCRIPTION: The SHELL 10YA OF FUEL REWARDS SWEEPSTAKES (the “**Promotion**”) begins on or about November 1, 2022, at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on February 28, 2023 at 11:59:59 p.m. ET (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Equilon Enterprises LLC d/b/a Shell Oil Products US, 150 N Dairy Ashford Rd., Houston, TX 77079 (“**Sponsor**”), which shall be final and binding in all respects.

ELIGIBILITY: Only legal residents of the fifty (50) United States and the District of Columbia who are members of the Fuel Rewards Program and are eighteen (18) years of age or older at the time of entry are eligible to participate in the Promotion. Employees, officers, and directors of **Sponsor** and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the “**Promotion Entities**”) and the immediate family members (spouse, partner, parents, siblings, children) and those living in the same household of each such employee, officer, and director are ineligible to participate in the Promotion. The Promotion is subject to all federal, state, and local laws and regulations and is void where prohibited by law. Winning an offer is contingent upon fulfilling all requirements set forth in these Official Rules.

HOW IT WORKS: During the Promotion Period, eligible entrants will have the chance to receive an offer by taking the following steps. An eligible entrant must first authenticate themselves as members of the Fuel Rewards program by logging in using the email address registered to their Fuel Rewards account or Alternate ID and password. By logging in, participants acknowledge that acceptance of official rules is required in order to be eligible for a prize/offer in this Promotion. Instructions to play a virtual game will then be presented to the entrant. At the conclusion of the virtual game, the participant will be informed if they have won an offer. If a participant receives any message other than a winning offer message, they are not a winner.

Personal information collected in connection with this Promotion will be used to operate the Promotion and fulfill offers, as well as in accordance with Sponsor’s Privacy Policy. **Limit one (1) offer per person and per Fuel Rewards account per badge for the duration of the Promotion.** For purposes of these Official Rules, a “day” is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.

Potential Offer Winner Determination: One (1) computer generated winning time will be randomly generated for each prize available. If a participant is the first participant to participate in the Promotion at or after one of the randomly generated times, they will be a potential winner of the prize indicated, subject to verification of eligibility. A potential winner will be provided with instructions on how to claim the offer at the conclusion of the virtual game.

Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform not specified in these Official Rules, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If applicable, the ability to participate via SMS Mobile Messaging is designed to work with all major domestic wireless carriers but Sponsor makes no guarantee that any particular wireless carrier's network will be compatible with and/or permit participation in the Promotion via SMS Mobile Messaging. Sponsor, in its sole discretion and/or to comply with a particular wireless carrier's requirements, may revise the list of participating wireless carriers at any time without notice. To participate via SMS Mobile Messaging, an entrant's mobile phone must be capable of sending and receiving text messages. Message and data rates may apply to all text messages sent and received even if the attempted entry is not successfully transmitted for any reason.

If due to technical, production or other errors, more offers are claimed than intended by Sponsor, the intended offer will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of offers set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" OR OTHER PURPORTED EVIDENCE OF WINNING IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR OFFER AWARD. A PARTICIPANT IS NOT A WINNER OF ANY OFFER, EVEN IF THE ONLINE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED BY SPONSOR AND THE PARTICIPANT HAS BEEN NOTIFIED BY SPONSOR THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of an offer claim is solely the responsibility of the participant.

OFFERS/ODDS:

During each of the four (4) months of the Promotion Period, four-hundred seventy-five thousand offers will be awarded as follows (per month):

- 250,000 offers of \$0.10cents per gallon ("cpg") limited at 20 gallons
- 150,000 offers of \$0.15cpg limited at 20 gallons
- 50,000 offers of \$0.20cpg limited at 20 gallons
- 25,000 offers of \$0.25cpg limited at 20 gallons
- Unlimited consolation offer of \$0.05cpg limited at 20 gallons

UNCLAIMED/UNREDEEMED OFFERS WILL NOT BE AWARDED. Odds of winning an offer depend on the total number of eligible plays and the time and date upon which a participant entered. There is no guarantee that all offers will be awarded.

GENERAL PRIZE/OFFER CONDITIONS: No cash or other offer substitution will be allowed, except Sponsor reserves the right, in its sole discretion, to substitute an offer with another of comparable value. Offers are non-transferable and non-assignable. Solely prize winners shall be responsible for all federal, state and/or local taxes, and the reporting consequences thereof, associated with any offer awarded, as well as for any other fees or costs associated with receipt, use, or redemption of the offer. Any potential winner of an offer valued at \$600 or more must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Offer Claim Documents**"). If a potential winner fails or refuses to sign and return all Offer Claim Documents within five (5) days of offer notification (or a shorter time if required by exigencies) or is otherwise found by Sponsor to be ineligible, such potential winner may be disqualified and an alternate winner may be selected.

PUBLICITY RELEASE: Unless prohibited by law, acceptance of an offer constitutes winner's permission for Sponsor and its designees to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further notice or compensation.

RELEASE AND LIMITATION OF LIABILITY: By participating in the Promotion, each participant agrees to release, indemnify and hold harmless the Promotion Entities from and against any claim or cause of action arising out of or related to, directly or indirectly, in whole or in part, participant's participation in the Promotion or receipt, use or misuse of any offer, including, but not limited to: (a) claims arising from any breach or alleged breach by participant of these Official Rules; (b) claims arising from unauthorized human

intervention in the Promotion; (c) claims arising from lost, late, postage-due, misdirected or undeliverable mail or email; (d) claims arising from technical or printing errors or errors in the administration of the Promotion or the processing of entries, including failures associated with the Promotion website, delayed computer transmissions or faulty network connections; (e) claims arising from injury, death or damage to persons or property; or (f) claims based on defamation, infringement of intellectual property rights or on the rights of publicity or privacy. Participant further agrees that in any cause of action, the Promotion Entities' liability will be limited to the actual out-of-pocket costs associated with participating in the Promotion, and in no event shall the Promotion Entities be liable for attorneys' fees. EACH PARTICIPANT WAIVES ANY RIGHTS OR CLAIMS TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY SO THE ABOVE MAY NOT APPLY TO ALL PARTICIPANTS.

EACH PARTICIPANT WHO IS A CALIFORNIA RESIDENT WAIVES ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

General Conditions: Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted. Sponsor reserves the right in its sole discretion to modify, extend, suspend, or terminate the Promotion if it determines that the operation, security or administration of the Promotion is impaired in any way for any reason. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. To the extent permitted by law, Sponsor may terminate, rescind, or modify this Promotion in whole or in part at any time without notice in its sole discretion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

DISPUTES/GOVERNING LAW: To the extent permitted by applicable law, by entering the Promotion, each participant agrees that any and all disputes, claims and causes of action arising out of the Promotion or any offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Dallas, Texas. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

The PROMOTION is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are completely released of all liability by each PARTICIPANT in this PROMOTION. Direct any questions/comments/complaints regarding the Promotion to Sponsor, not Facebook or Twitter.

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