

Date: December 7, 2023  
Client: PEP  
Promotion: Shell Platinum Austin Race Sweepstakes  
Subject: Official Rules – Final

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**Full Legal Disclosures:**

No purchase necessary. Open to legal residents of the 48 contiguous US & DC who are 18 years of age or older as of date of entry, are members of the Fuel Rewards® program, and have Platinum Status in the Fuel Rewards® program as of January 7, 2024. Void in AK, HI and where prohibited. The Shell Platinum Austin Race Sweepstakes begins at 9:00 AM CT on January 8, 2024, and ends 11:59 PM CT on January 28, 2024. Sponsored by Equilon Enterprises LLC dba Shell Oil Products US. For Official Rules, visit <https://www.shellplatinum.com/rewards/us-grandprix>

**Abbreviated Disclosures for Social Media:**

No Purchase Necessary. Contiguous 48 US/DC, 18+ Fuel Rewards® members with Platinum Status. Ends 1/28. Rules: <https://www.shellplatinum.com/rewards/us-grandprix>

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**THE SHELL PLATINUM AUSTIN RACE SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID IN AK, HI AND WHERE PROHIBITED. Submitting an entry constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which shall be final and binding on all matters relating to the Sweepstakes.**

1. **TIMING:** The Shell Platinum Austin Race Sweepstakes (the “Sweepstakes”) begins at 9:00 AM Central Time (“CT”) on January 8, 2024, and ends at 11:59 PM CT on January 28, 2024 (the “Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are eighteen (18) years of age or older as of date of entry and are Fuel Rewards® members with Platinum Status as of January 7, 2024. Employees of Equilon Enterprises LLC dba Shell Oil Products US (the “Sponsor”), Excentus Corporation, each of their respective parent, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies, and each such employee’s immediate family members (spouse, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void in Alaska, Hawaii, and where prohibited by law. All federal, state, and local laws and regulations apply. By entering the Sweepstakes, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.
3. **HOW TO ENTER:** To enter, visit <https://www.shellplatinum.com/rewards/us-grandprix> (the “Website”) to log in and fill out the on-screen registration form to receive one (1) entry into the Sweepstakes. Limit one (1) entry per person during the Sweepstakes Period. In the event of a dispute, the authorized account holder of the email address submitted upon entry will be deemed to be the winner. Potential winners may be required to show proof of being the authorized account holder of the email address account associated with their entry. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification. Any attempt by any person to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such prizes and may result in disqualification. Normal Internet access and usage charges imposed by your online service may apply.

4. **DRAWING:** Eight (8) potential Grand Prize winners will be selected in a random drawing on or about January 29, 2024 from among all eligible entries received within the Sweepstakes Period. The drawing will be conducted by Don Jagoda Associates, Inc., an independent judging organization whose decisions are final on all matters relating to the drawing. Odds of winning are dependent upon the total number of eligible entries received.
5. **WINNER NOTIFICATION:** Potential Grand Prize winners will be required to sign and return a Declaration and Release Form (“Release”) confirming compliance with the Official Rules and containing releases of liability and publicity (except where prohibited) within forty-eight (48) hours of notification in order to be confirmed as a Grand Prize winner. If a potential Grand Prize winner fails to return the completed Release within forty-eight (48) hours or Release is returned as undeliverable, participant shall be deemed to be ineligible, the prize will be forfeited and an alternate potential Grand Prize winner will be selected at random from among all remaining eligible entries. Releases will be sent via email. Grand Prize winners will be required to provide his/her Social Security number for tax reporting purposes.
6. **PRIZES: Eight (8) Grand Prizes:** A four (4) day/three (3) night trip for winner and one (1) travel companion to the 2024 international motor race (“Race”) in Austin, Texas. Grand Prize includes two (2) grandstand tickets to the Race, round-trip economy class air transportation on a carrier of Sponsor’s choice from major airport nearest winner’s home and Austin, Texas, three (3) nights hotel accommodations (based on double occupancy) at a hotel of Sponsor’s choice, two (2) Sponsor specified \$1,000 gift cards to be used towards food and ground transportation, a Sponsor specified gift bag, and \$5,000, awarded as a check for winner to help offset taxes. The ARV of each Grand Prize is \$16,600. The actual retail value of the Grand Prizes may vary, including depending on city of departure, and any difference in value will not be awarded. Grand Prize winners and respective travel companions must travel together on same itinerary. Grand Prize travel must occur on dates specified by Sponsor surrounding the Race or prize will be forfeited. Travel companions (or Grand Prize winner on behalf of any minor travel companion) must complete a Release of Liability prior to departure. Travel companions must be 18 years of age or older unless they are the child/charge of the winner. All other expenses and costs, not expressly listed above, including, but not limited to, meals, taxes, insurance, telephone charges, room service and laundry services, personal expenses, gratuities, entertainment, transfers, incidental charges, or any other items not specifically described in these Official Rules, any transportation not mentioned within the above Grand Prize description and all expenses for any of the foregoing are the sole responsibility of the Grand Prize winners. Travel may not qualify for frequent flyer miles or hotel loyalty points. Sponsor reserves the right to remove or to deny entry to any winner and/or his/her travel companion who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Race. No transfer, substitution, resale or cash equivalent for Grand Prize (or portion thereof) will be permitted, except at the sole discretion of the Sponsor due to unavailability of any Grand Prize component for any reason, including but not limited to, cancellation of the Race, scheduling conflicts, pandemics; and, in such circumstance, an alternate prize/prize component of comparable value will be awarded and the Sponsor's obligation to the winners will be fulfilled, and no other additional compensation will be provided. No responsibility or liability is assumed for damages, losses or injury resulting from acceptance or use of Grand Prize (or portion thereof). Winners and travel companions must pass any required medical testing and comply with any additional requirements, at any time, that may be required or recommended by any government agency, venue, or Sponsor, including without limitation, passing one or more COVID-19 antigen and screening tests, and testing negative for COVID-19 or having been vaccinated against COVID-19. Winners and travel companions may also be required to execute any assumption of risk and/or other documents relating to COVID-19. All federal, state and local taxes on prize receipt and/or use are the sole responsibility of the Grand Prize winners.
7. **GENERAL RULES & RELEASE:** Acceptance of prize constitutes permission for the Sponsor and its agencies to use a winner’s name and/or likeness for purposes of advertising and trade without further compensation, including a winners list (as applicable), unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sponsor, its agencies, suppliers, Excentus Corporation and each such party’s respective subsidiaries, affiliated companies, shareholders, officers, directors, employees, representatives and agents (collectively, the “Released Parties”) are not responsible for: (i)

technical, hardware, software or telephone malfunctions of any kind, (ii) lost, unavailable or slow network connections or congestion on the Internet or at the Website, (iii) failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes, (iv) human or other error which may occur in the processing of the entries in the Sweepstakes or prize delivery, (v) damage to any computer system resulting from participation in or accessing or downloading information in connection with the Sweepstakes, (vi) unauthorized intervention in the Sweepstakes, (vii) lost, late, misdirected or undeliverable mail or email; (viii) printing errors; (ix) travel delays or cancellations; or (x) cancellation or rescheduling of the Race. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law and that participant will be disqualified and any associated entries will be void. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and a random drawing to award the prizes will be conducted from among all eligible, salvageable and non-suspect entries received prior to cancellation. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. By participating in the Sweepstakes, the participant agrees that Sponsor and the Released Parties will have no liability whatsoever for, and the participant agrees to release and hold harmless the Released Parties from and against any and all claims or cause of action, including death and property damage, sustained due in whole or in part, directly or indirectly, from participation in this Sweepstakes, or receipt, use, misuse, or redemption of any prize or prize component, including, but not limited to, any injuries, death, damages, or losses sustained in connection with any activity made possible by utilizing the prize, including travel and attendance at the Race. Each participant further agrees that in any cause of action, the Released Parties' liability will be limited to the actual out-of-pocket costs associated with participating in the Sweepstakes, and in no event shall the Released Parties 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.

IF PARTICIPANT IS A CALIFORNIA RESIDENT, PARTICIPANT 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."

8. **DISPUTES:** To the extent permitted by applicable law, by entering the Sweepstakes, each participant agrees that any and all disputes, claims and causes of action arising out of the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Illinois, without regard to conflicts of law provisions. Participants submit to exclusive personal jurisdiction in Illinois and agree that any dispute shall be brought in the state and federal courts in Illinois.
9. **PRIVACY:** Any personal information that a participant provides in connection with the Sweepstakes shall be used by Sponsor and its agencies to administer this Sweepstakes, contact participants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.shell.us/privacy.html>, and the Excentus privacy policy located at <https://www.fuelrewards.com/fuelrewards/privacy-policy>

10. **WINNERS:** To receive a Winners List by email, send an email to: winners@dja.com with The Shell Platinum Austin Race Sweepstakes (01-2181-68) as the subject line. Requests must be received by March 31, 2024.
11. **SPONSOR:** The Sponsor of the Sweepstakes is Equilon Enterprises LLC dba Shell Oil Products US, 150 N. Dairy Ashford Rd, Houston, TX 77079.

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