

PENNZOIL® SPIN TO WIN PROMOTION
OFFICIAL RULES

OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING U.S. TERRITORIES OR POSSESSIONS) WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY AND MEET THE ELIGIBILITY REQUIREMENTS STATED BELOW.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The “Pennzoil® Spin to Win” Promotion (“Promotion”) is open only to individuals who are legal residents of and residing within the United States of America (excluding U.S. territories or possessions) (“U.S.”) and are at least eighteen (18) years old at the time of entry. A person who is eligible to participate in the Promotion will be referred to as a “Participant.” Employees of Pennzoil Quaker State Company d/b/a SOPUS Products (“Sponsor”) and its parent, affiliates and subsidiaries, participating advertising and promotion agencies, including but not limited to those entities involved in the preparation of materials for, administration and/or execution of this Promotion (collectively “Promotion Entities”) and their immediate family members (spouse, parent, child or sibling) and/or those living in the same household (whether or not related) are ineligible.

2. HOW TO PARTICIPATE IN THE PROMOTION: The Promotion has two (2) separate time periods. The “Promotion Period” starts at 12:01 A.M. (midnight) Central Time (“CT”) on April 1, 2018 and ends at 11:59 P.M. CT on May 31, 2018 or when the supply of prizes identified below has been exhausted, whichever is sooner. The “Spin to Win Period” starts at 12:01 A.M. CT on April 1, 2018 and ends at 11:59 P.M. CT on June 15, 2018 or when the supply of prizes identified below has been exhausted, whichever is sooner. There are two (2) ways to participate in the Promotion.

A. Purchase Method Entry: A Participant must visit a participating Pennzoil Do It For Me location within the U.S. during the Promotion Period and purchase a qualifying Pennzoil specialty motor oil change for his/her vehicle using one of the following Qualifying Pennzoil products: Pennzoil Ultra Platinum™ Full Synthetic motor oil, Pennzoil Platinum® Full Synthetic motor oil, Pennzoil Platinum® High Mileage Full Synthetic motor oil, Pennzoil Gold™ Synthetic Blend motor oil, and Pennzoil® High Mileage® motor oil (the “Purchase”). To find a participating location and qualifying oil change details, please visit www.Pennzoil.com/spintowin.

Then, using the Purchase Method of Entry, a Participant may enter this Promotion in one of two ways: 1) while in store, the Participant may text “PZL” to “SHELL1” or “743551”. Sponsor will send the Participant a link via text. Participant should click on the link, provide his/her name, physical mailing address and email address, and upload his/her receipt from the Purchase by June 7, 2018; or 2) by going to

www.Pennzoil.com/spintowin (the "Website"), provide his/her name, physical mailing address, and email address and upload his/her receipt from the Purchase by June 7, 2018. The Participant must then check the box agreeing to these Official Rules. Text HELP to "SHELL1" or "743551" for help. Text STOP to "SHELL1" or "743551" to cease messages.

Sponsor will then validate the purchase receipt within minutes. If the purchase receipt is valid and includes a Purchase during the Promotion Period, the Participant will be taken to a page where he/she can immediately spin the wheel to receive a Prize. Each valid purchase receipt is good for only one spin. Each Participant with a valid Purchase will receive a Prize, while supplies last.

Participants who do not have their purchase receipt readily available, will be presented with a "save and upload later" option. Participants choosing this method will be sent an email, with the link to go back later within the Spin-to-Win period to upload their receipt.

B. Alternative Entry without Purchase: If a Participant does not want to make a Purchase, a Participant may logon to www.pennzoil.com/serviceoffer (the "Landing Page") during the Promotion Period to request a complimentary code to spin. Participant will be required to provide his/her name, physical mailing address, and email address. Participant must also check the box agreeing to these Official Rules. The complimentary code will then be e-mailed to the Participant. The Participant may return to the Landing Page, enter the complimentary code and receive a Spin. Each code is valid for only one spin. The last day to request a code to spin is May 31, 2018. There is a limit of one (1) code per person, household or address, without a Purchase. Prizes available while supplies last.

The last day to Spin to Win is June 15, 2018.

Participants, at their option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor. Failing to "opt-out" or "opt-in" or later "opting out" will not affect Participants' chances of winning a specific Prize.

Participants should regularly check their spam filters and e-mail messages to ensure they do not contain any important Promotion notifications.

Limit: A Participant may only receive one (1) spin and therefore receive one (1) Prize throughout the entire Promotion Period, regardless of method of participating, while supplies last.

ALL SPINS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING SPINS HAVE BEEN VERIFIED AND PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF

WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY SPIN TO WIN THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

Message & Data Rates may apply to each message sent or received using a mobile device. Other charges may also apply. Participants should check their mobile plan for rates and other details.

3. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING A SPECIFIC PRIZE:

A. Prizes: The “Prizes” are as follows:

Prize Description	Quantity of Prizes Available	ARV of Each Prize	Total ARV
Pennzoil Foldable Sunglasses	1,000	\$8.00	\$8,000.00
Pennzoil Flashlight Key Chain	2,000	\$5.00	\$10,000.00
Pennzoil Hat	1,000	\$15.00	\$15,000.00
Pennzoil Cooler	1000	\$10.00	\$10,000.00
Amazon Echo	100	\$84.99	\$8,499.00
\$20 Shell® Gift Card	1,500	\$20.00	\$30,000.00
\$20 Amazon.com® Gift Card	1,500	\$20.00	30,000.00
\$50 Ticketmaster® Gift Card	100	\$50.00	\$5,000.00
\$100 Ticketmaster® Gift Card	50	\$100.00	\$5,000.00

B. Total ARV of All Prizes: \$121,499.00

C. Odds of Winning a Prize: The odds of winning a specific Prize depend upon when the Participant completes a Spin to Win. Prizes will be made available at random times throughout the Spin to Win Period. Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded.

D. Shell Gift Card Terms and Conditions: For security reasons, treat this Card like cash. This Card can be used only for purchases of goods and services at Shell locations in the U.S., except territories. This Card cannot be redeemed for cash and no change will be given, except where required by law. Except in certain circumstances, the value of this Card will not be replaced if the Card is lost, stolen, or destroyed. For

questions regarding your Shell Gift Card, visit www.shell.us/giftcard, or call 1-800-300-8113.

E. Amazon Gift Card Terms and Conditions: Amazon.com is not a sponsor of this Promotion. Except as required by law, Amazon.com Gift Cards (“GCs”) cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods on Amazon.com or certain of its affiliated websites. For complete terms and conditions, see www.amazon.com/gc-legal. GCs are issued by ACI Gift Cards, Inc., a Washington corporation. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates. No expiration date or service fees.

F. Ticketmaster Gift Card Terms and Conditions: The Gift Card can be used for purchases online at www.ticketmaster.com, www.ticketmaster.ca, via Ticketmaster telephone lines and at participating authorized retail outlets and venue box offices. The Gift Card may not be redeemable at all Ticketmaster retail outlets or venue box offices. Please check your local outlet or venue about their Gift Card redemption policy. Gift Card may not be used for resale tickets. Other exclusions may apply. The Gift Card cannot be combined with any other Gift Cards, gift certificates or other coupons. Gift Cards may not be used in connection with any marketing, advertising or promotional activities without Ticketmaster’s prior written approval and may not be sold other than through authorized Ticketmaster channels. Ticketmaster reserves the right to cancel a Gift Card if it believes that the Gift Card was obtained through fraudulent or unauthorized means. If the Gift Card holder’s purchase exceeds the amount of that Gift Card’s balance, the Gift Card holder must pay the difference by another means. Unused Gift Card balances are not transferable. Subject to Ticketmaster Gift Card Terms of Use found at <http://www.ticketmaster.com/h/giftcards/terms.html>. All ticket purchases are subject to the Purchase Policy found at <http://www.ticketmaster.com/h/purchase.html>.

4. HOW TO CLAIM A PRIZE: Winners will be notified instantly, upon spinning the wheel, of what prize he/she has won. All Prizes will be mailed to the winner at the address that he/she provided when registering for the Promotion on the Website. Allow 6-8 weeks after the applicable Spin to Win to receive the Prize.

All federal, state, municipal and local taxes and withholdings are solely the responsibility of each winner.

If a potential winner is found to be ineligible or not in compliance with these Official Rules; or declines to accept a Prize; or if the Prize is returned as undeliverable, the Prize will be forfeited, and the Prize will not be awarded. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

Participants agree that the Sponsor has the sole right to decide in all matters and disputes arising from this Promotion and that its decisions shall be final and binding in all matters pertaining to this Promotion. A Prize is not redeemable for cash nor is it transferable,

assignable or substitutable, in whole or in part, except by Sponsor, in its sole discretion, with one of equal or greater value.

5. LIMITATIONS OF LIABILITY/INTERNET: SPONSOR (OR THE RELEASED PARTIES AS DEFINED IN RULE 7 BELOW) IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, PRINTING, HUMAN OR OTHER ERROR INVOLVING OR RELATING TO THE ADMINISTRATION OF OR ASSOCIATED WITH THE PROMOTION, THE SELECTION OF THE WINNERS OR THE ANNOUNCEMENT OF ANY PRIZE. IF FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AN ADMINISTRATIVE, PRINTING, PRODUCTION, COMPUTER, HUMAN OR OTHER ERROR, OR DUE TO TECHNICAL DIFFICULTIES OR INCORRECT ANNOUNCEMENTS OF ANY KIND, MORE WINNING MESSAGES ARE DISTRIBUTED, OR MORE PRIZES ARE CLAIMED THAN ARE INTENDED TO BE AWARDED FOR ANY PRIZE ACCORDING TO THESE OFFICIAL RULES, THE INTENDED PRIZES WILL BE AWARDED IN A RANDOM DRAWING FROM AMONG ALL VERIFIED PRIZE CLAIMS RECEIVED FOR THAT PRIZE. ADDITIONALLY, SPONSOR IS 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 PROMOTION 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 PROMOTION, 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 PROMOTION, SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND ANY AND ALL ASPECTS OF THE PROMOTION, AND PROCEED IN A MANNER IT DEEMS FAIR REASONABLE AND IN KEEPING WITH THE INTENT OF THE PROMOTION, INCLUDING SELECTION OF A POTENTIAL WINNER FROM AMONG ALL ELIGIBLE ENTRIES RECEIVED 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 PROMOTION. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

6. INDEMNIFICATION: EACH PARTICIPANT AND PROMOTION WINNER AGREE, BY ENTERING THIS PROMOTION OR ACCEPTING A PRIZE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, AND ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, INSTALLERS, RETAILERS, WEB DEVELOPMENT COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, PARTICIPATING DEALERS (AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES), PROMOTION AGENCIES AND ANY OTHER PERSONS OR ENTITIES PARTICIPATING IN THE DESIGN, ADMINISTRATION OR FULFILLMENT OF THIS PROMOTION AND THEIR RESPECTIVE OFFICERS, DIRECTORS, 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 PROMOTION OR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, PARTICIPATION IN ANY PROMOTION - 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 OF ANY TERM IN THESE OFFICIAL RULES DOES NOT CONSTITUTE A WAIVER OF ANY OTHER PROVISION.

7. GOVERNING LAW; DISPUTES: Any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prize award shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Houston, Texas and in addition to the limitations in Rule 5 any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, 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 participant and Sponsor, shall be construed and governed by the laws of the State of Texas, without regard to conflicts of law Official Rules.

8. GENERAL: By participating in the Promotion, each Participant agrees to these Official Rules and the decisions of Sponsor, which are final and binding in all matters and all respects relating to this Promotion. Participants waive any right to claim ambiguity in these Official Rules. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. The "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to show proof of being the authorized account holder. This Promotion is void outside of the U.S., wherever else prohibited or restricted by law. All entries and/or materials submitted become the property of Sponsor and will not be returned.

9. PRIVACY: By entering the Promotion, each Participant will be sharing his/her personal information with Sponsor. By entering the Promotion, each Participant agrees to Sponsor's use of Participant's personal information as described herein and in Sponsor's Privacy Policy at <http://www.shell.com/privacy.html>

10. SPONSOR: Pennzoil Quaker State Company d/b/a SOPUS Products, 150 N. Dairy Ashford Drive, Houston, Texas 77079.

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