PENNZOIL® SHELL ROTELLA® JIFFY LUBE® HOLIDAY PROMOTION OFFICIAL RULES

OPEN TO ELIGIBLE LEGAL RESIDENTS OF CANADA WHO ARE AT LEAST EIGHTEEN (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. VOID WHERE PROHIBITED BY LAW.

- **1. ELIGIBILITY:** The Pennzoil®, Shell Rotella®, Jiffy Lube® Holiday Promotion ("Promotion") is open only to individuals who are legal residents of and residing within Canada, who are at least eighteen (18) years old (or the legal age of majority in his or her province of legal residence, whichever is greater), who have a valid AIR MILES® Collector Account and have opted-in to the Promotion online via www.airmiles.ca at the time of entry. A person who is eligible to participate in the Promotion will be referred to as a "Participant." Employees of Shell Canada 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 Period starts at 12:00 A.M. Central Time ("CT") on November 18, 2021 and ends at 11:59 P.M. CT on December 27, 2021 ("Promotion Period"). There are two (2) ways to participate in the Promotion.
- a. Purchase Method Entry: A Participant must visit a participating Jiffy Lube location within Canada during the Promotion Period and purchase a Qualifying Pennzoil Ultra Platinum™ Full Synthetic motor oil change, Pennzoil Platinum® Full Synthetic motor oil change, Pennzoil Platinum® Euro Full Synthetic motor oil change, Pennzoil® Gold Synthetic Blend motor oil change, Pennzoil High Mileage™ motor oil change, Pennzoil® motor oil change, Shell Rotella® T6 Full Synthetic heavy duty diesel engine oil change, Shell Rotella® T5 Synthetic Blend Technology heavy duty diesel engine oil change, or a Shell Rotella® T4 Triple Protection® heavy duty diesel engine oil change ("the Purchase"). A participant must have an active AIR MILES® Collector Account and must opt-in to the Promotion online at www.airmiles.ca before making a purchase. If a consumer doesn't have an active AIR MILES® Collector Account, he/she can follow the instructions at www.airmiles.ca/enroll to join. A Participant will receive one (1) entry per qualifying Purchase.
- b. **Alternative Entry without Purchase:** To enter without making a purchase, Participants should legibly hand-print in ink on a 3" x 5" card: the Participant's first and last name; email address (required); daytime telephone number (optional); mailing address (no P.O.

Boxes), province, postal code; and then mail the card in an envelope with first class postage affixed to:

Pennzoil Holiday Promotion, Offer #O2197 P.O. Box 26045 Churchill Mississauga, ON, L5L 5W7

Mail-in entries are limited to two (2) entries during the Promotion Period, per Participant, and each such Entry must be submitted in a separate postage-paid envelope. All mail-in entries must be postmarked by December 27, 2021 and received by end of business day on January 21, 2022.

Entry Limit: A Participant may only receive up to two (2) entries throughout the entire Promotion Period, regardless of method of participating.

3. DETERMINATION OF THE POTENTIAL WINNER: On or about January 24, 2022, at or about 3:00 p.m. CT, Sponsor (or its authorized representative) will randomly select two hundred (200) Potential Winners from among all eligible Entries received during the Promotion Period. The potential winners will be contacted via email or telephone (in Sponsor's discretion) at the email address or telephone number for the Participant on file with the Sponsor. Sponsor will attempt to contact each potential winner three (3) times in order to provide instructions regarding information required for Prize fulfillment purposes. In the event that the potential winner cannot be reached after the third attempt, or in the event that the potential winner fails to provide the requested information within five (5) days following notification, then the Prize will be forfeited. Failure to promptly respond to Sponsor's notification, and/or failure to meet the eligibility criteria set forth in these official rules, may result in forfeiture of the Prize and selection of an alternate potential winner in Sponsor's sole discretion.

Participants should regularly check their voice mails to ensure they do not contain any Promotion notifications. Failure to promptly respond to Sponsor's notification may result in forfeiture of the Prize, defined below, and selection of an alternate potential winner from among all eligible Participants.

4. PRIZES, ODDS OF WINNING: Prizes (200): A maximum of two hundred (200) Prizes will be awarded under this Promotion. The Prize is a \$100 Shell Gift Card. The Approximate Retail Value ("ARV") of each Prize is \$100.00 CDN. The total ARV of all Prizes is \$20,000 CDN. Limit one (1) Prize per person.

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 Canada. This Card is issued by Peoples Trust Company. Not redeemable for cash and cannot be used for payment on credit account. Purchase, acceptance or use of Card constitutes acceptance of Card agreement. Funds do not expire. For questions regarding your Card, visit www.shell.ca/card or call 1-800-989-8099. Use and redemption of the card is subject to separate terms and conditions of the issuer and shall be awarded in Canadian dollars.

Prizes must be accepted as awarded and cannot be transferred or assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. A Prize will not be replaced if lost, stolen, or damaged. Sponsor reserves the right, in its and its sole and absolute discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason, without liability.

Odds of winning the Prize depend on the total number of eligible entries received during the Promotion Period.

5. HOW TO CLAIM A PRIZE: The potential Winner will be notified on or about January 24, 2022. A potential winner is not a Winner until all eligibility criteria has been verified and the potential winner has been notified that verification is complete and any necessary documentation has been property submitted to Sponsor.

To be declared a Winner, the selected Winner must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by e-mail which must be answered correctly before a potential Winner is declared to be a Winner. In addition, each potential Winner will be required to execute and return a Declaration of Eligibility/Liability & Publicity Release (the "Declaration & Release") no later than five (5) business days from the date that the potential Winner is selected, or the Prize may (in Sponsor's sole discretion) be forfeited.

If the potential Winner fails to correctly answer the mathematical skill-testing question, fails to execute the Declaration as set forth above, is found to be ineligible or not in compliance with these Official Rules; or declines to accept the Prize, then the Prize will be forfeited, and the Sponsor may award the Prize to an alternate potential Winner, time permitting. The potential Winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

All federal, provincial, territorial, and local taxes, and any other costs or fees not specifically referenced in these official rules, are solely the responsibility of the Winner.

Acceptance of a Prize constitutes permission for Sponsor and its agencies to use Winner's persona, 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.

6. LIMITATIONS OF LIABILITY/INTERNET: SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, PRINTING, HUMAN OR OTHER ERROR INVOLVED OR RELATING TO THE ADMINISTRATION OF OR ASSOCIATED WITH THE PROMOTION, THE SELECTION OF WINNERS OR THE ANNOUNCEMENT OF THE PRIZES. IN NO EVENT WILL MORE PRIZES BE AWARDED THAN ARE STATED IN THESE OFFICIAL RULES. 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, OR LIMITATIONS OF ANY MALFUNCTIONS 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, VIRUS, BUGS, INCLUDING INFECTION BY COMPUTER 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(S) FROM AMONG **ENTRIES** RECEIVED PRIOR TO SUCH CANCELLATION. ELIGIBLE 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.

7. INDEMNIFICATION: PROMOTION WINNERS AGREE, BY ACCEPTING A PRIZE, AND PARTICIPANTS AGREE BY PARTICIPATING IN THE PROMOTION, TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, JIFFY LUBE, LOYALTYONE, CO. AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS. WEB DEVELOPMENT COMPANIES, PRIZE SPONSORS. ADVERTISING AGENCIES, (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 PRIZE OR 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.

- **8. GOVERNING LAW; DISPUTES:** By entering the Promotion, each Participant agrees that (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, the Prize(s), 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 Participant 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 Promotion or these Official Rules; and (ii) in addition to the limitations in Section 6 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 entering this Promotion 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 Province of Alberta and federal laws applicable therein, without regard to conflicts of law rules.
- **9. RESIDENTS OF QUEBEC:** Notwithstanding Section 8 above, for Participants residing in the Province of Québec, any litigation respecting the conduct or organization of the Promotion may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Submission to the Régie is only for the purpose of helping the parties reach a settlement.

Subject to the jurisdiction of the Régie, Sponsor reserves the right to terminate, suspend or modify the Promotion at any time without notice. In the event of any discrepancy or inconsistency, between the English-language version and the French language version of the Promotion Rules, the English version shall prevail and govern.

10. PRIVACY / USE OF PERSONAL INFORMATION. By participating in the Promotion, Participant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Promotion, including but not limited to contacting and announcing a potential or confirmed winner; (ii) grants to the Sponsor the right to use his/her Personal Information for administrative, publicity, and promotional purposes relating to the Promotion, 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 his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will use the Participant's Personal Information only for identified purposes and protect the Participant's Personal Information in manner that consistent with the Sponsor's Privacv Policy а http://www.shell.ca/en_ca/privacy.html.

- **11. GENERAL:** By participating in the Promotion, Participants agree 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. This Promotion is void outside of Canada and wherever else prohibited or restricted by law.
- **12. WINNERS LIST:** For the names of the Promotion Winners, send a separate self-addressed, sufficiently stamped envelope to: Pennzoil Holiday Promotion Winners List, Offer #O2197, P.O. Box 26045 Churchill, Mississauga, ON., L5L 5W7. Requests must be received by February 28, 2022. Limit one (1) request per person, per household.
- **13. SPONSOR:** Shell Canada Products, 400 4th Avenue S.W., Calgary, AB T2P 2H5. This Promotion is managed by Shell Canada Products. LoyaltyOne, Co. is in no way connected to the management of this Promotion.

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