

# SHELL PREMIUM UPGRADE SWEEPSTAKES

Become a Member of our FREE loyalty program, Fuel Rewards®, for your chance to win a BMW.

## Shell is Giving Away A BMW Every Day for 100 Days!

To celebrate the launch of our new Shell V-Power NiTRO+ Premium Gasoline and our 2015 BMW endorsement, Shell will be awarding 100 new BMWs to customers in the first 100 days of the Shell V-Power NiTRO+ sweepstakes from June 1, 2015 through September 8, 2015.

### Shell V-Power NiTRO+ Times Square Event Winner – Jermain S. from Brooklyn, NY

Congratulations to Jermain S. from Brooklyn, NY! Jermain was the lucky winner of a BMW 320i from our Times Square Event where we celebrated the launch of our new premium gasoline Shell V-Power NiTRO+.

### [Shell V-Power NiTRO+ Times Square Event Winner](#)

#### BMW Winners

Gary B. from Meredith, NH	Sarah S. from Toronto, ON	Cynthia M. from Benson, AZ	Michele R. from Toronto, ON	Devin L. from Tupelo, MS	Victoria A. from Las Vegas, NV
Teresita N. from Toronto CA	Wayne A. from Port Charlotte, Florida	William W. from Orlando Florida	Nancy L. from Placerville, CA	Yittel R. from Providence, RI	Diane D. from Mississauga, ON
Olaleye A. from Bedford Heights, OH	Linda W. from Williams Lake, BC	Edward V. from Palm Harbor, FL	Manbir K. from London, Ontario	Gareth T. from Los Angeles, CA	David S. from Guelph, ON
Anne R. from Hannibal, MO	John S. from Marshall, MI	Anthony Q. from Carpentersville, IL	Whitney W. from Raleigh NC	Aaron V. from W.Sacramento, CA	Dave B. from Lehigh Acres, FL
Blesilda S. from Fairfield, CA	Debra H. from Salina, KS	Ryan M. from Boerne, TX	Ibsan I. from Surrey BC	Samuel C. from Long Beach, CA	John L. from Smiths Cove, NS
Chantal V. from St- Mathias-S-Rich, QC	William W. from Athens, GA	Rosemary B. from Brentwood, TN	Ricki Z. from Maryville, IL	Kathy M. from Lombard, IL	Alvin F. from Denver, CO
Elizabeth G. from Goderich, ON	Paul C. from Jacksonville, FL	Angel G. from Orlando, FL	Robert G. from Charlotte, NC	Francis S. from Fort Wayne, IN	Ardath B St. from Thomas,

ON

Steven E. from Battle Creek, MI	Gregory Z. from Toronto, ON	Scott S. from Airdrie, AB	Cary S. from Penticton, BC	Marjorie L Battle Creek, MI	Danielle S. from Rockhill, SC
Lucie D Port-Cartier, QC	Kristen F. from Dover, NH	Dale H. from Niagra Falls, ON	Karine T. from La Prairie, QC	James B. from Rocky Mount, NC	William J. from Neenah, WI
France R. from Dieppe, NB	Tammy B. from Rutherfordton, NC	Patrick L. from Wesley Chapel, FL	Raymond Y. from Lambert's Cove, NB	Sophie D. from Brossard, QC	Mehrdad V. from North Vancouver, BC
John C. from Austin, TX	Warren M. from Winterville, NC	Jose N. from Bell Isle, FL	David D. from Clearwater, F	Dianne W. from Baysville, ON	Leah C. from Parksville, BC
Tracy B. from Cochrane, AB	Evelyn J. from Nepean, ON	Vanessa B. from Ely, NV	Gabriela D. from St. Catharines, ON	Glenn G. from Round Rock, TX	Sandy S. from Unionville, ON
Marissa S. from Jacksonville, FL	Harold S. from Winnipeg, MB	Judith M. from Springtown, TX	Suyin R. from Bradford, ON	Sara R. from Scarborough, ON	Jorge R. from Miami FL
Michelle F. from Hilliard, OH	Patricia O. from East York, ON	Shawna R. from Lacombe, AB	Qaisar C. from North Windham, CT	Rafael P. from Orange Park, FL	Richelle K. from Mississauga, ON
Brian S. from Oshawa, ON	Margaret G. from Palm Harber, FL	Teresa M. from Lewisburg, TN	Charles R. from Grovetown, GA	David T. from Clearwater, FL	Merna S. from Lethbridge, AB
Alicia G. from Thompson's Stations, TN	Andrew J. from Canfield, OH	Heather V. from Wrightstown, WI	Andre V. from Dollard-Des-Ormeaux, QC	Kenneth P. from Davenport, IA	Tim W. from Tillsonburg, ON
Carey H. from Mableton, GA	LaTonda B. from Jonesboro, GA	Robert F. from Sherwood Park, AB	Charles M. from Gatineau, QC		

**See below for full rules**

- Swipe your Fuel Rewards® card or enter your Fuel Rewards Alt ID to earn sweepstakes entries.
- Don't have a card? Pick up a FREE Fuel Rewards card or go to [www.fuelrewards.com/win](http://www.fuelrewards.com/win) to join the Fuel Rewards program today!
- BONUS Entries with purchase of Shell V-Power® NiTRO+ Premium Gasoline. Click here to become a [Fuel Rewards Member](#)
- One daily prize for each of the first ninety-nine Entry Days, which will be awarded to one winner for each Entry Day: a 2016 BMW 320i 3 Series Sedan and \$5,000 cash.

- One Grand Prize winner will, receive a prize consisting solely of: a 2016 BMW 320i 3 Series Sedan MSRP: \$42,000 USD \$5,000, and Shell Gasoline for One Year
- Sweepstakes ends 9/8/2015. No purchase necessary.
- Void in Maryland, New Jersey, Virginia and where prohibited by law.

No purchase necessary to enter or win a prize. A purchase will not improve your chances of winning. Void in Maryland, New Jersey, Virginia and where otherwise prohibited by law.

Winners will be required to respond to winner notification and other communications from sponsors (defined below) according to the notice(s) from sponsors or prize may be forfeited (in sponsors' sole discretion).

By entering this sweepstakes, you agree to these official rules, which are a contract, so read them carefully before entering. Without limitation, this contract includes indemnities to the sponsors from you and a limitation of your rights and remedies.

## **1. SWEEPSTAKES DESCRIPTION**

The Shell Ultimate Upgrade Giveaway (the "Sweepstakes") is sponsored by Shell Oil Products US and Shell Canada Products (collectively the "Sponsors"). The Sweepstakes begins at 12:00:00 a.m. (midnight) Eastern Time ("ET") on June 1, 2015 and ends at 11:59:59 p.m. ET on September 8, 2015 (the "Sweepstakes Period").

The Sweepstakes Period consists of one hundred (100) daily entry periods. Each begins at 12:00:00 a.m. ET each calendar day of the Sweepstakes Period and ends the same day at 11:59:59 p.m. ET (each an "Entry Day"). If you enter on any of the first ninety-nine (99) Entry Days during the Sweepstakes period, you will be entered into that Entry Day's daily drawing and the Grand Prize Drawing (defined below). If you enter on the one hundredth (100th) Entry Day of the Sweepstakes Period, you will be entered into the Grand Prize Drawing only.

Individuals who participate in this Sweepstakes (each an "Entrant"), and their parent/legal guardian if the Entrant is under the age of majority in their jurisdiction (a "Minor"), agree to the Official Rules and the decisions of the Sponsors which shall be final in all matters relating to the Sweepstakes. All time references in these Official Rules are Eastern Time.

## **2. ELIGIBILITY**

The Sweepstakes is open to legal residents of the fifty (50) United States or District of Columbia (excluding Maryland, New Jersey and Virginia) ("U.S.") or Canada (the U.S. and Canada are collectively the "Territory"), who are eighteen (18) years of age or older (or, in respect of Canadian Entrants, the legal age of majority in their province of legal residence) at time of participation, and who hold a valid driver's license;

However, entry is void in MD, NJ, VA or anywhere outside of the Territory. U.S. Entrants must be a registered Fuel Rewards® program member ("FUEL REWARDS Member"), and Canadian Entrants must be a registered AIR MILES® Collector, ("AIR MILES Collector") (Fuel Rewards and AIR MILES are collectively referred to in these Official Rules as "Rewards") at the time of entry.

The Fuel Rewards program is owned and operated by Excentus Corporation. Fuel Rewards program registration is required and is free and available at [www.fuelrewards.com](http://www.fuelrewards.com) via a computer or a web-enabled digital device (smartphone or tablet); by enrolling in Fuel Rewards program, each applicant agrees to be bound by the terms and conditions of the Fuel Rewards program as amended from time to time.

In Canada, AIR MILES is owned and operated by LoyaltyOne, Co., and registration is free and available at [www.airmiles.ca](http://www.airmiles.ca) via a computer or a web-enabled digital device (smartphone or tablet); by enrolling to become an AIR MILES Collector, each applicant agrees to be bound by the terms and conditions of the AIR MILES Reward Program as amended from time to time. Employees of the Sponsors, Motiva Enterprises LLC, LoyaltyOne, Co., Excentus Corporation, Results Driven Marketing LLC, BMW of North America, LLC, BMW Canada Inc.

Each of their respective member companies, parent companies, subsidiaries or affiliates or a Shell wholesaler or retailer (including the wholesalers and retailers themselves), their respective advertising, promotional and fulfillment agencies, or the independent judging organization for this Sweepstakes (collectively the “Released Parties”), members of any such employee’s immediate family (regardless of where such family members live) and persons with whom such employees reside (whether related or not) are ineligible to enter or win.

“Immediate family” is defined as (a) spouses or domestic partners and (b) natural, step, foster, in-law or adoptive parents, siblings and children and their respective spouses and domestic partners. Entrants must also have a valid email address to participate. When entering online without an Eligible Purchase (defined below), the entry shall be deemed to be submitted by the authorized account holder of the email address associated with the Fuel Rewards or AIR MILES Collector account number submitted at the time of entry.

“Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Illegible or incomplete entries will be disqualified.

With respect to any potential winning entry, the potential winner may be required to provide proof that he or she is the authorized account holder of the email address associated with the Fuel Rewards or AIR MILES Collector account in connection with which the potential winning entry was submitted.

## **HOW TO ENTER**

A. With a Shell Gasoline Eligible Purchase at a Participating\* Shell Location: During the Sweepstakes Period: in the U.S., swipe your registered Fuel Rewards card or enter your Fuel Rewards Member ID and purchase a minimum of 8 gallons of Shell-branded gasoline at a participating Shell location; in Canada, swipe your registered Air Miles Collector card or enter your AIR MILES Collector account number and purchase a minimum of 30 liters of Shell-branded gasoline at a participating Shell location (each an “Eligible Purchase”).

If you are participating in the U.S. and you do not have your Fuel Rewards card with you, check with the Shell attendant for assistance to use your Fuel Rewards Member ID for your Eligible Purchase. You will receive one (1) entry with an Eligible Purchase of Shell-branded gasoline or Diesel; however, you will receive ten (10) entries with the Eligible Purchase of the new Shell V-Power Nitro+ Premium Gasoline, and, in Canada only, you can also receive ten (10) entries with the Eligible Purchase of Shell V-Power Diesel.

You must use your Fuel Rewards card or Member ID in the U.S. or in Canada use your Air Miles Collector card or account number at the time of the Eligible Purchase to receive the corresponding entry(ies). Fuel Rewards cards or Member ID’s are valid for an Eligible Purchase only in the U.S., and AIR MILES Collector cards or account numbers are valid for an Eligible Purchase only in Canada. \*Participating Shell locations will prompt you to enter your AIR MILES Collector account number, Fuel Rewards card or Member ID.

You will not receive an Entry in this Sweepstakes for activity at a pump unless you are prompted for and submit your AIR MILES Collector card or account number or Fuel Rewards card or Member ID during that transaction. For example, you will not be prompted for a Rewards account number at locations that do not participate in any Rewards program, and you will not receive an Entry for your transaction at those locations.

**B. Enter Without An Eligible Purchase :**

(U.S.) Visit [www.shell.us/win](http://www.shell.us/win) , find and click on the link to these Official Rules, then click on “ [Enter Without An Eligible Purchase](#) ” from within the Official Rules. You will be redirected to a landing page where you will be asked to enter the email address associated with your Fuel Rewards account. (If you do not have a Fuel Rewards account, you may be redirected to a registration page and follow the instructions to join and receive your Fuel Rewards Member ID).

When your membership is confirmed, you will be issued an alternate method of entry (“AMOE”) form that must be completed online with your first name, last name, mailing address including complete street address, city, state and ZIP code, your telephone number and the email address associated with your Fuel Rewards account.

Then print the completed AMOE form and mail it (postage paid) via first class mail during the Sweepstakes Period to: Shell Ultimate Upgrade Giveaway Entry, 555 N. Woodlawn Street, Suite 300, Wichita, KS 67208-3683.

(Canada) Visit [www.shell.ca/win](http://www.shell.ca/win) , find and click on the link to these Official Rules, then click on “ [Enter Without An Eligible Purchase](#) ” from within the Official Rules. You will be redirected to a landing page where you will be issued an AMOE form and asked to enter: your AIR MILES Collector account number, first name, last name, complete street address, city, province/territory, postal code and your telephone number and your email address.

(If you do not have an AIR MILES account, visit [www.airmiles.ca](http://www.airmiles.ca) and follow the instructions to join and receive your AIR MILES Collector number.) Then print the completed AMOE form and mail it (postage paid) via first class mail during the Sweepstakes Period to: Shell Ultimate Upgrade Giveaway Entry, P.O. Box 2391, Saint John, NB E2L 3V9.

U.S. and Canada AMOE forms must be mailed to and received by Sponsors no later than one week prior to the drawing date (identified in Rule #5 below) associated with the Entry Day on which you generated the form (for instance, if you go online and create a form on June 3, 2015, it must be received by the judging organization by June 22, 2015 to be entered into the Sweepstakes drawing for the June 3, 2015 Entry Day taking place on June 29, 2015).

The QR Code on the AMOE form is the time stamp for the drawing in which you will be entered, provided that Sponsors receive your completed entry as described above before the draw occurs. When your mail-in AMOE form is received by the fulfillment center in accordance with the requirements here, you will receive ten (10) entries into only the drawing for the applicable Entry Day and the Grand Prize Drawing.

Limit one AMOE form per outer-stamped envelope. Requests that do not include the QR Code will not be valid for entry. Limit two (2) Rewards account number uses/twenty (20) entries per Entry Day, regardless of entry method. Additional entries will be void.

C. All Entries: Each Eligible Purchase transaction and AMOE form generated will be time stamped, and that time stamp will determine into which Entry Day’s drawing that entry is entered. Sponsors’ assignment of time stamps to any entry will be final. In the event a dispute regarding the identity of the individual who actually participated in the Sweepstakes cannot be resolved to Sponsors’ satisfaction, the affected individual’s entry (or entries), will be deemed ineligible.

The Released Parties shall not be responsible for incorrect or inaccurate entry information whether caused by Entrant, Internet users or by any of the equipment or programming associated with or utilized in the

Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes.

The Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to or alteration of entries. Entries must be received through one of the methods described above by the applicable deadline and in strict accordance with the instructions and restrictions indicated on the websites ( [www.shell.us/win](http://www.shell.us/win) or [www.shell.ca/win](http://www.shell.ca/win)) and in these Official Rules. Entries may not be made jointly or by any group and may only be made by an individual.

Those who do not follow all of the instructions, provide the required information in their entry (including the QR Code for any AMOE) or abide by these Official Rules will be disqualified. Entries submitted on your behalf by any other individual, by you on behalf of another, or by any entity, and entries originating at any online service other than the websites ( [www.shell.us/win](http://www.shell.us/win) or [www.shell.ca/win](http://www.shell.ca/win) ), including, without limitation, any commercial promotion subscription, notification and/or entering service, will be declared invalid and disqualified for this Sweepstakes.

As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsors or their representatives to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules.

#### **4. PRIZES/ODDS: Ninety-Nine (99) Daily Prizes & One (1) Grand Prize**

There is one (1) prize for each of the first ninety-nine (99) Entry Days, which will be awarded to one (1) winner for each Entry Day subject to verification: a 2016 BMW 320i 3 Series Sedan, MSRP: \$42,000 USD/\$52,454.00 CAD and a check for five thousand dollars (\$5,000) awarded in the currency of each winner's legal residence. Daily Prize Total ARV: \$47,000 USD/\$57,454.00 CAD.

One (1) Grand Prize: The one (1) Grand Prize winner will, subject to verification, receive a prize consisting solely of: A 2016 BMW 320i 3 Series Sedan, MSRP: \$42,000 USD/\$52,454.00 CAD, a check for five thousand dollars, (\$5,000) awarded in the currency of winner's legal residence and Shell Gasoline for One (1) Year, ARV: \$1,772.00 USD/\$2,770.00 CAD, calculated on the average consumer's yearly gasoline consumption of 636 gallons/2,408 liters at the present-day \$2.785 per gallon USD/\$1.15 CAD per liter (consistent with the U.S. Department of Energy statistics for regular grade gasoline as of April 20, 2015).

Fluctuations in gasoline prices will not affect the Grand Prize as described above. The gasoline will be awarded in the form of Shell Gift Cards. Grand Prize ARV: \$48,772.00 USD/\$60,224.00 CAD. Total Number of Prizes: 100; Total Prizes ARV: \$4,701,772.00 USD/\$5,748,170.00 CAD. CAD amounts calculated based on exchange rates on April 20, 2015. The number of prizes diminish as awarded. Each vehicle will include a driver assistance package with Park Distance Control and rear-view camera, heated front seats and navigation system with touchpad.

Any additional options/upgrades will incur a cost for which the winner will be solely responsible. Once a winner has selected from the above options, BMW prize vehicle must be accepted as awarded without substitution. All other color, package, factory options and other specifics to be determined by Sponsors. Vehicles depicted in advertising materials may not be representative of the prize. Each vehicle prize is subject to availability and subject to change at Sponsors' sole discretion.

Any applicable taxes (including federal, state, provincial and local sales and income taxes) and all other costs and expenses associated with acceptance and use of the prize and not specified herein as being awarded as part of the prize (including, without limitation, registration, title, license fees, destination charges and insurance) are solely the applicable winner's responsibility.

Shell Gift Cards are subject to separate terms and conditions imposed by issuer. Odds of winning any drawing will depend on the total number of eligible entries received from all entry methods for that drawing.

Each winner will be notified and must take delivery of the prize vehicle from an authorized dealership near the winner's home, as designated by Sponsors in their sole discretion. A vehicle may take approximately six (6) months to be built and delivered. The Released Parties are not responsible for, and no winner will receive, the difference between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials.

Each winner must be a licensed driver and must present a current valid U.S. or Canadian driver's license (as applicable), proof of automobile insurance (as required by law), and any other legally required documentation prior to taking possession of the prize vehicle. Failure to provide the required documents may result in prize forfeiture.

Each winner must take delivery of vehicle from the authorized BMW dealer designated by Sponsors within thirty (30) days after the date the vehicle is delivered to the specified designated dealer, or the vehicle may (in Sponsors' sole discretion) be automatically forfeited by the winner.

Except as stated in the manufacturer's limited warranty for the vehicle, none of the Released Parties or any other person associated with the manufacture, distribution, development and execution of this Sweepstakes and its prizes, or any of their respective affiliates, parent companies, subsidiaries, directors, officers, employees and agents make any warranties, conditions, representations or guarantees, express or implied, in fact or in law, relative to the use or enjoyment of any prize vehicle, including, without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose.

Any and all guarantees, warranties and conditions for the vehicle are subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturer for any such warranty, condition or guarantee claim.

All travel and transportation costs associated with collecting the prize will be the sole responsibility of each winner. Entrants waive the right to assert, as a cost of winning a prize, any and all costs of verification and any liability and publicity which might arise from claiming or seeking to claim said prize.

Each winner shall be required personally to accept delivery of his or her prize vehicle. All prize details not specified in these Official Rules will be determined by Sponsors in their sole discretion. Each winner may be issued applicable tax forms for the actual value of his or her prize. No more than the stated prizes will be awarded.

Sponsors will not replace any lost, mutilated or stolen prize component or any prize component that is undeliverable or does not reach winner because of an incorrect or changed address.

If Sponsors determine at any time in their sole discretion that a winner or potential winner is disqualified, ineligible or in violation of these Official Rules, Sponsors reserve the right to disqualify that person and may select an alternate winner, even if the disqualified potential winner's name may have been shown or announced. Sponsors will not have any responsibility for any potential winner's inability to accept a prize for any reason.

If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsors will have no further obligation with respect to that prize or portion of the prize. Sponsors reserve the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize.



Sponsors further reserve the right to extend or delay delivery of the vehicle prize in the event of scarcity due to limited production or unavailability for any other reason.

## WINNER SELECTION

A separate random drawing will be conducted for each Entry Day from among all eligible entries received for that Entry Day only, and a Grand Prize Drawing will be conducted on the one hundredth (100th) day from among all eligible entries received throughout the Sweepstakes Period (“Grand Prize Drawing”) per the following schedule:

<b>Entry Days</b>	<b>AMOE Receipt by: Drawing Date For Each Applicable Entry Day</b>	
June 1, 2, 3, 4, 5, 6 & 7	22-Jun-15	29-Jun-15
June 8, 9, 10, 11, 12, 13 & 14	29-Jun-15	6-Jul-15
June 15, 16, 17, 18, 19, 20 & 21	6-Jul-15	13-Jul-15
June 22, 23, 24, 25, 26, 27 & 28	13-Jul-15	20-Jul-15
June 29, 30, July 1, 2, 3, 4 & 5	20-Jul-15	27-Jul-15
July 6, 7, 8, 9, 10, 11 & 12	27-Jul-15	3-Aug-15
July 13, 14, 15, 16, 17, 18 & 19	3-Aug-15	10-Aug-15
July 20, 21, 22, 23, 24, 25 & 26	10-Aug-15	17-Aug-15
July 27, 28, 29, 30, 31, Aug. 1 & 2	17-Aug-15	24-Aug-15
August 3, 4, 5, 6, 7, 8 & 9	24-Aug-15	31-Aug-15
August 10, 11, 12, 13, 14, 15 & 16	31-Aug-15	8-Sep-15
August 17, 18, 19, 20, 21, 22 & 23	8-Sep-15	14-Sep-15
August 24, 25, 26, 27, 28, 29 & 30	14-Sep-15	21-Sep-15
August 31, Sept. 1, 2, 3, 4, 5, 6 & 7	21-Sep-15	28-Sep-15
8-Sep-15	21-Sep-15	28-Sep-15

Each drawing will be held at approximately 11:00:00 a.m. ET at 55 W. Monroe, Chicago, IL. Sponsors or their designated representatives will select one (1) potential winner (subject to verification) and three (3) alternate potential winners for each Entry Day and one (1) potential Grand Prize winner (subject to verification) and three (3) alternate potential winners in the Grand Prize Drawing. Limit one (1) prize per Reward member/household address. Entries are not valid for a subsequent Entry Day’s drawing, except for the Grand Prize Drawing.



## **6. WINNER NOTIFICATION**

Each potential winner will be notified by email (or by another method at the Sponsors' discretion) using current contact information associated with that potential winner's Fuel Rewards account or Air Miles Collector account as applicable.

The Sponsors or their designated representatives will attempt to notify each potential winner within approximately three (3) business days of the applicable drawing.

The Sponsors shall have no liability if a winner notification is lost, intercepted or not received by the potential winner for any reason. If the potential winner does not respond within five (5) business days of the first notification attempt, or if, despite reasonable efforts, the prize notification is returned as unclaimed or undeliverable to the potential winner, the potential winner will be disqualified, will forfeit his or her prize and an alternate potential winner may be randomly selected.

If a potential winner is found to be ineligible for any reason, he or she will be disqualified and will not be eligible to receive a prize, and an alternate potential winner will be randomly selected.

A potential winner must complete, sign and, in the U.S., have notarized an Affidavit of Eligibility, Release of Liability & Publicity and a complete and valid IRS form W-9; or, in Canada, a Declaration of Eligibility, Release of Liability & Publicity and present any other documents required by Sponsors (e.g., current valid driver's license, government ID) (collectively, the "Prize Claim Documents") in the form provided and/or required by Sponsors without revision in order to be declared a winner.

Additionally, before any Canadian resident who is a potential winner of a prize can be declared a winner, subject to the provisions of these Official Rules, he or she must first correctly answer a time-limited mathematical skill-testing question without assistance of any kind, whether electronic, mechanical or other.

The independent judging organization will administer the skill-testing question over the telephone at an agreed upon time. The executed Prize Claim Documents must be received by the Sponsors or their designated representative in accordance with Sponsors' instructions within five (5) business days of Sponsors' sending the Prize Claim Documents to the potential winner (or other time frame as stated in the Prize Claim Documents) along with any other documentation that the Sponsors may require, or the potential winner may be disqualified and an alternate potential winner will be selected at Sponsors' sole discretion.

Sponsors reserve the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prize Claim Documents are subject to verification by Sponsors. All prizes, if legitimately claimed, will be awarded. Sponsors will not be obligated to pursue more than three (3) alternate potential winners for any prize for any reason.

## **7. GENERAL**

No responsibility is assumed by the Released Parties for any inability of a potential Entrant to successfully enter the Sweepstakes for any reason.

Acceptance of a prize constitutes a winner's permission for Sponsors and their designees to use the 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 compensation or the opportunity to review or approve any such use, unless prohibited by law.

By entering the Sweepstakes, Entrants agree (a) to abide and be bound by these Official Rules and the decisions of the Sponsors and the independent judging organization with respect to all aspects of the Sweepstakes; (b) to abide by the Fuel Rewards program's Terms and Conditions, if applicable, and (c) to abide by the AIR MILES program Terms and Conditions, if applicable which are final and binding in all respects relating to this Sweepstakes.

Additionally, Entrants agree that the Released Parties (a) shall not be responsible or liable for, and are hereby released, held harmless and indemnified by Entrant from any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity (including, without limitation, travel), or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and

(b) have not made any warranty, condition, representation or guarantee, express or implied, in fact or in law, with respect to any prize/reward, including, without limitation, to such prize's quality, merchantability or fitness for a particular purpose.

The Released Parties assume no responsibility for any damage to an Entrant's or any other person's computer system or wireless phone which is occasioned by accessing the website or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature.

Without limiting the generality of the foregoing, the Sponsors are not responsible for incomplete, illegible, misdirected, misprinted, late, postage-due, lost, damaged or stolen entries, email, mail, prize notifications or other Sweepstakes-related correspondence; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites.

Internet service providers, websites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or for unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes, or the failure to capture any information.

The Sponsors reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the website, to be acting in violation of these Official Rules, to be acting in violation of the Terms and Conditions of either the Fuel Rewards program or AIR MILES program if applicable, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person.

The Sponsors reserve 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 multiple entries will be accepted, and no Released Party will have any responsibility or liability for any such illegitimate entries or any entries submitted in excess of the limit stated in these Official Rules.

The Sponsors reserve the right to modify, extend, suspend or terminate the Sweepstakes if they determine or suspect, in their sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes.

In the event that the Sponsors are prevented from awarding any prize or continuing with the Sweepstakes as contemplated herein by any event beyond their control, the Sponsors shall have the right, subject to approval

from the Régie des alcools, des courses et des jeux with respect to Entrants in the Province of Québec, to modify, suspend or terminate the Sweepstakes.

If the Sweepstakes is terminated or suspended before the end of the Sweepstakes Period, notice thereof will be posted on the website and the Sponsors will (if possible) select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances.

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.

The Sponsors reserve the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsors' failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right.

No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, it will be resolved by Sponsors' in their sole discretion.

Released Parties are not responsible for lost, incomplete, illegible, late, postage-due, misdirected, stolen, inaccurate or mutilated entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Sweepstakes, including without limitation, errors or problems which may occur in connection with the administration of this Sweepstakes,

the processing of entries, the announcement of the winners or prizes, or in these Official Rules, in any Sweepstakes-related advertisements or other materials; or for inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human processing error or otherwise.

Sponsors reserve the right, in their sole discretion, to void any and all entries of an Entrant (and disqualify him or her) who Sponsors believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes.

Sponsors reserve the right to restrict or void mail-in entries or participation if any suspicious entry and/or participation is detected. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsors, Entrant's sole remedy is another entry in the Sweepstakes.

All entries become the permanent property of the Sponsors and none will be returned. No correspondence will be entered into except with the selected potential winners.

Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email or voicemail inbox to receive email or voicemail messages.

## **8. GOVERNING LAW/DISPUTES**

All disputes, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants or Sponsors in connection with the Sweepstakes, shall:

(a) in respect of those Entrants who are legal residents of the United States, be governed by and construed in accordance with the internal laws of the state of Texas; or (b) in respect of those Entrants who are legal residents of Canada and subject to Section 9, the laws of the Province of Alberta and federal laws of Canada applicable therein,

and such Entrants shall irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta in respect of any claim or matter arising under or in connection with the Sweepstakes or these Official Rules, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, province or jurisdiction's laws.

Except where prohibited by law (which may include the Province of Québec), as a condition of participating in the Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between Entrant and any Released Party and any claims or causes of action arising out of or connected with this Sweepstakes, any prize awarded or the determination of any winner, must be resolved individually, without resort to any form of class action.

Further, in any such dispute, under no circumstances will Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, and Entrant further waives all rights to have damages multiplied or increased.

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING LIMITATION MAY NOT APPLY TO ALL ENTRANTS WHERE PROHIBITED BY LAW.**

## **9. LEGAL RESIDENTS OF QUÉBEC ONLY**

Notwithstanding Section 8, for Entrants legally residing in the Province of Québec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses, et des jeux (the "Regie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

## **10. PRIVACY**

Personal information collected from Entrants will be used by the Released Parties to administer and fulfill the Sweepstakes prizes and, if consent is given, to provide the Entrants with information regarding upcoming promotions and/or events from the Sponsors and Released Parties.

If an Entrant elected to receive marketing communications from the Sponsors, any such Entrant can opt out at any time by following the unsubscribe instructions at the bottom of any email received from Sponsors. Please note that enrollment in Fuel Reward program or AIR MILES Collector program includes agreement and consent to such program's own Privacy Policy.

Fuel Reward's Privacy Policy is available here: [www.fuelrewards.com](http://www.fuelrewards.com) and AIR MILES' Privacy Policy is available here: [www.airmiles.ca](http://www.airmiles.ca)

## **11. WINNERS' LIST/RULES**

Upon the conclusion of the Sweepstakes, winners' information will be available on the Sweepstakes page online at [www.shell.us/win](http://www.shell.us/win) and [www.shell.ca/win](http://www.shell.ca/win) and a link to these Official Rules will be available from [www.shell.us/win](http://www.shell.us/win) and [www.shell.ca/win](http://www.shell.ca/win) during the Sweepstakes Period. A winners' list will also be available if you mail a self-addressed, stamped envelope for receipt by November 30, 2015 to: Shell's Ultimate Upgrade Winners, P.O. Box 1132, Chicago, IL 60690. VT and Canada residents may omit return postage.

## **12. SPONSORS, USA**

Shell Oil Products US, 910 Louisiana, Houston, Texas 77002. Canada: Shell Canada Products, 400 4th Avenue SW, Calgary, AB T2P 0J4. Administrator: The Marketing Store Worldwide, L.P., Chicago, IL 60603.

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