

## Shell Rotella® Road-Tested Challenge Sweepstakes Rules

### 2010 “Shell Rotella® Road-Tested Challenge” Sweepstakes

- We’re looking for the toughest roads in North America that demand the Energized Protection of Shell Rotella. Tell us yours and you could win a VIP experience to The Charlotte Fall Race on October 16, 2010.
- No purchase is required for entry into the Sweepstakes.
- Sweepstakes starts on April 19, 2010 and ends August 31, 2010.
- Limit 1 Sweepstakes entry per person.
- Entrants must be a licensed driver and resident of the United States, 18 years of age or older, as of April 19, 2010.
- 1 Grand Prize winner will be selected in a random drawing on or about September 1, 2010.
- 2,200 secondary instant win prizes will be awarded periodically and randomly throughout the promotional period.
- Grand Prize Winner will receive a trip for two that includes a VIP experience at The Charlotte Fall Race in Charlotte, North Carolina on October 16, 2010.
- See Official Rules for complete prize details and restrictions.

THIS RULES SUMMARY IS NOT MEANT TO BE EXHAUSTIVE. OTHER TERMS AND CONDITIONS APPLY. PLEASE SEE OFFICIAL RULES BELOW FOR COMPLETE DETAILS REGARDING THE SWEEPSTAKES, ENTRY ELIGIBILITY REQUIREMENTS AND PRIZES.

#### OFFICIAL RULES

2010 “Shell Rotella® Road-Tested Challenge” Sweepstakes (“Sweepstakes”)

***NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.***

**1. ELIGIBILITY:** Open to any legal resident of the fifty (50) United States (including the District of Columbia), who is a licensed driver, 18 years of age or older, as of April 19, 2010. Void where prohibited by law. Employees of SOPUS Products (“Sponsor”) and its parent, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (collectively “Promotion Entities”) and members of those employees’ immediate family and/or those living in the same household are not eligible to participate. Promotion is valid **between 12:01 a.m. Central Daylight Time (“CDT”) on April 19, 2010, and 11:59 p.m. CDT on August 31, 2010 (Entry Period).**

**2. HOW TO ENTER:** During the Promotion Period, entrants must have access to the Sweepstakes web-site : <http://www.rotella.com>. Entrants must follow the links and instructions for online entry. To enter the sweepstakes, entrants will be required to submit the name and location of the toughest road they travel in America, to identify the conditions they face on that road, and to explain how Shell Rotella® helps them meet the challenge of that road (“Challenge”), and to submit the online entry form in accordance with the on-screen instructions.- All entries become the property of Sponsor. Any entry, including the name and location of the road submitted in the Challenge, containing material that is violent, obscene, illegal, inappropriate, or racially or morally

offensive, or does not meet Sponsor's standards for any reason as determined by Sponsor, in its sole discretion, may be rejected as ineligible for consideration.

Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations, and logins, or any other methods will void entrant's plays/entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification.

Entry requires entrants to submit the following personal information: name, date of birth, email address, mailing address, daytime phone number, make and class of vehicle, and location where they typically purchase Shell Rotella®. Entrants, at their option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor and/or its Promotion Entities. Consenting to "opt-in" will not improve entrants' chances of winning.

Sponsor must receive all online entries during the Entry Period. Sponsor's computer will be the official timekeeper of this contest. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

**LIMIT:** One (1) entry per person or address (physical or email). All entries must be received by Sponsor during the Promotion Period. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all potential winners, and such individuals agree to cooperate, to confirm eligibility and to help ensure that awarding a prize to any such individual will not bring the Promotion Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or the Promotion Entities as determined by Sponsor in its sole discretion.

**3. DRAWING; ODDS OF WINNING:** On or about September 1, 2010, an independent judging organization will randomly select one (1) Grand Prize Winner, among all eligible entries received during the Promotion Period. The administrator will contact the selected entrant via telephone, U.S. mail, or email address provided by the entrant in order to notify him/her that he/she has been selected as a potential winner and to verify eligibility. The potential winner is subject to verification of eligibility and compliance with these Official Rules before receiving any prize. Winner will be announced publicly the week of September 19, 2010. In the event that Sponsor is unable to contact a potential winner after the third attempt, or in the event a potential winner is unable to or unwilling to accept the prize to be awarded to him/her in full for any reason, or a potential winner is deemed to have forfeited the prize under the terms of these Official Rules, Sponsor reserves the right in its sole discretion to randomly select an alternate potential winner or not award the prize in question.

Odds of winning will depend upon the number of eligible entries received.

**4. PRIZES:** There is one (1) Grand Prize total. There are two thousand two hundred (2,200) Secondary Instant Win prizes total.

Grand Prize: Prize includes a trip for winner and one (1) guest to The Charlotte Fall Race in Charlotte, North Carolina on October 16, 2010. Trip package includes roundtrip, coach class air transportation from a major U.S. gateway airport nearest to winner's residence to Charlotte Douglas International Airport; Two (2) night standard hotel accommodations (single room, double occupancy); ground transportation in Charlotte; Two (2) tickets to The Charlotte Fall Race; Race day VIP Experience including garage and pit access; Meet and greet with RCR hauler drivers, subject to availability; Photo opportunities; Autographed jacket; Year supply of Shell Rotella® (20 cases of Shell Rotella® T6 motor oil); and \$250 spending money.

Trip must be taken on date specified by Sponsor. Travel must be roundtrip. Sponsor will determine airline, flight itinerary and hotel in its sole discretion. Winner and guest must travel on the same itinerary, and unless the child of the winner, guest must be 18 years of age or older at the time of departure. If in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip airfare at Sponsor's sole discretion. All expenses and incidental travel costs not expressly stated in the Official Rules of this Sweepstakes, including but not limited to, ground transportation, meals, incidentals, airport fees, parking fees, personal charges at the hotel, etc., are the sole responsibility of the winner.

All costs, taxes, fees and other expenses not specified in these Official Rules are the winner's sole responsibility. Winner must be able to accept the prize in its entirety or not at all; and, if winner is unable to travel on dates indicated by Sponsor, the prize will be forfeited.

The approximate retail value ("ARV") of the Grand Prize is \$7,050. Actual value may vary based on airfare fluctuations, city of departure and dates of travel. Winner will not receive the difference between the actual value and the ARV. Winner will be issued a 1099 tax form for the ARV of the prize. Grand Prize Winner will have to provide Sponsor with Winner's social security number for tax reporting purposes.

Total ARV of the Grand Prize: \$7,050.

Secondary Instant Win Prizes: Two thousand two hundred (2,200) Secondary Instant Win prizes will be awarded, while supplies last. There will be a total of two thousand two hundred (2,200) random, pre-determined computer-generated winning times seeded over the course of the Promotion Period. If consumer's entry is the first one received on or just after one of those predetermined times, they will be eligible to win the Secondary Instant Win Prize designated to that time, subject to meeting the eligibility requirements provided herein, and will be notified immediately on-screen. All entries are subject to verification, confirmation and compliance with these Official Rules. Odds of winning a Secondary Instant Win Prize will depend on the time consumer's entry is received and the total number of eligible entries received.

Secondary Instant Win Prizes include: Two hundred (200) Shell Gift Cards in the amount of \$50.00; One thousand (1,000) Shell Rotella-Branded Mugs; and one thousand (1,000) Shell Rotella-Branded Gloves. Quantities of instant win prizes to be awarded may be increased at the Sponsor's sole discretion.

ARV of Secondary Instant Win Prizes:

Shell Gift Card: \$50.00

Shell Rotella-Branded Mug: \$9.00

Shell Rotella-Branded Gloves: \$7.00

Total ARV of all Secondary Instant Win Prizes: \$26,000.

Total ARV of all (Grand and Secondary Instant Win) Prizes: \$33,050.

For all winners, all federal, state and local taxes on the prize are winner's responsibility.

No assignment, transfer, or substitution of prize is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Sponsor is not responsible if any portion of trip package is delayed, postponed or cancelled for any reason, in which event, that portion of the prize is forfeited in its entirety and no substitution will be provided, except at Sponsor's sole discretion.

**5. CONDITIONS OF PARTICIPATION:** No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately submitted in accordance with these Official Rules are void.

Each winner will be subject to verification by Sponsor or its administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the instant win game displays a winning message, unless and until said entrant's eligibility and the potential win have been verified and said entrant has been notified that verification is complete and any documentation necessary for verification has been submitted to Sponsor or its administrator for verification.

All federal, state and local laws and regulations apply.

Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Winners may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where legally permitted), within fourteen (14)-days following the date of notification of winning. Failure to comply with this deadline may result in forfeiture of the prize. Grand Prize winner may be required to sign and return additional documents in order to participate in the VIP NASCAR experience, including garage and pit access, in accordance with the rules and regulations of the Charlotte Motor Speedway.

Winner's guest will be required to sign and return a liability/publicity release (where legally permitted) prior to tickets being issued.

In the event a winner and/or his or her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation.

Acceptance of a prize constitutes permission for Sponsor and its agencies to use a winner's and/or guest's name, biographical information, opinions, voice, photograph and/or likeness for advertising and promotional purposes in any and all media now or hereafter known throughout the world in

perpetuity, without additional compensation, notification or permission, unless prohibited by law. Sponsor is not responsible for any typographical, human or other error in the printing of the offer, administration of the Sweepstakes, processing of the entries or in the announcement of the prize or in any materials associated with the Sweepstakes.

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, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Sweepstakes, and Sponsor reserves the right, but not the obligation, to select the winners from eligible entries received prior to the date of such action. Sponsor further reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes, or acting in a non-sportsmanlike or disruptive manner. Caution: Any attempt by any individual to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

**6. INDEMNIFICATION:** Each winner agrees, by accepting the prize, and each participant agrees, by participating in this Sweepstakes, to release, discharge, indemnify and hold harmless Sponsor and its parent company, subsidiaries, affiliates, distributors, retailers, web development companies, advertising and promotional agencies and any other companies participating in the design, administration or fulfillment of this Sweepstakes and their respective officers, directors, employees and agents (collectively "Released Parties") from and against any and all liability for any injuries, loss, or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from participation in this Sweepstakes or acceptance, possession, use, or misuse of a prize, participation in any Sweepstakes-related activity (including any travel or activity related thereto, including, without limitation, any injury or harm resulting from participation in the NASCAR VIP experience) 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.

**7. LIMITATIONS OF LIABILITY:** IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES, INCLUDING ANY DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO AND USE OF THE WEBSITE WWW.ROTELLA.COM OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR ANY STANDARD WARRANTY THAT IS PROVIDED BY THE MANUFACTURER OF A PRIZE TO THE WINNER, ANY PRIZE WON IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

**8. INTERNET:** In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

**9. GOVERNING LAW; DISPUTES:** By entering the Sweepstakes, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Houston, Texas; and (ii) in addition to the limitations in Section 7 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 Sweepstakes 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 rules.

**10. PRIVACY:** By entering the Sweepstakes, each participant will be sharing his/her personal information with Sponsor. By entering, each participant agrees to Sponsor's use of participant's personal information as described in Sponsor's Privacy Policy at [www.rotella.com](http://www.rotella.com). To view the Privacy Policy, visit [www.rotella.com](http://www.rotella.com) and click on the "Privacy Policy" link at the bottom of the page.

**11. WINNERS LIST:** For the names of the winners, send a separate self-addressed, stamped envelope to: Shell Rotella Road-Tested Challenge, P.O. Box 809004, Houston, TX 77280-9921. Requests must be received by November 1, 2010.

**12. SPONSOR:** SOPUS Products, P.O. Box 4427, Houston, Texas 77210-4427.