

# PENNZOIL® BARRETT-JACKSON® SWEEPSTAKES

## OFFICIAL RULES

**OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES/ DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED. VOID WHERE PROHIBITED BY LAW.**

- 1. ELIGIBILITY:** “Pennzoil® Barrett-Jackson® Sweepstakes” (“Sweepstakes”) is open only to individuals who are legal residents of, and residing within, the fifty (50) United States (including the District of Columbia) and are at least eighteen (18) years old at the time of entry (“Entrant” or “Entrants”). Employees of Pennzoil Quaker State Company d/b/a SOPUS Products (“Sponsor”), Barrett-Jackson® Auction Company, LLC (“Barrett-Jackson”), and their parent, affiliates, and subsidiaries, advertising and promotion agencies, prize suppliers, including but not limited to those entities involved in the preparation of materials for, administration and/or execution of this Sweepstakes (collectively “Sweepstakes Entities”) and their immediate family members (spouse, parents, children or siblings including step-relations) and/or those living in the same household of such employees (whether or not related) are ineligible.
- 2. SWEEPSTAKES PERIOD:** The Sweepstakes starts 12:00 A.M. (midnight) Central Time (“CT”) on August 1, 2017 and ends at 11:59:59 P.M. CT on September 10, 2017 (“Sweepstakes Period”). Sponsor’s computer will be the official timekeeping device of the Sweepstakes.
- 3. HOW TO ENTER:** The Entrant must login to the Sweepstakes landing page, [www.pennzoil.com/promotions](http://www.pennzoil.com/promotions) (the “Website”) and follow the instructions on the Website to enter. Each Entrant must provide the following information: first name, last name, daytime telephone number, complete mailing address, e-mail address, and must certify he/she is 18 years of age or older for purposes of administering the Sweepstakes (an “Entry” or “Entries”). After successfully completing registration for this Sweepstakes, an Entrant will receive an Entry into the Sweepstakes.  
Limit: One (1) Entry per person per day throughout the Sweepstakes Period. A day is defined as starting at 12:00 A.M. CT and ending at 11:59:59 P.M. CT during the Sweepstakes Period.

Entries not legitimately submitted in accordance with these Official Rules are void.

More than the stated number of allowable Entries throughout the Sweepstakes is not permitted. If more than one Entry per day is received from one person, only the first Entry for that day submitted will be considered valid, however any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, and logins, cheating or fraud, through a

sweepstakes club or similar entity, or any other unauthorized methods will void all Entrant's Entries and Entrant will be disqualified from the Sweepstakes. All Entries become the property of Sponsor and will not be acknowledged or returned.

Only eligible Entries received by Sponsor during the Sweepstakes Period will be eligible for the drawing. In the event of a dispute as to the identity of a participant, the Entry will be deemed completed by the authorized account holder of the email address used to enter. The potential winner 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; or the "authorized account holder" assigned to a mobile cellular number if Entry is via mobile URL. All Entries will be deemed to have been made by the authorized account holder. Sweepstakes Entities are not responsible for late, lost, misdirected, incomplete, delayed, stolen, invalid, unintelligible, technically corrupted, or garbled Entries, which will be disqualified, or for any failure to capture Entries, or problems of any kind whether mechanical, human or electronic.

Sponsor cannot guarantee this Sweepstakes will be available via all wireless carriers. **Standard data plan rates may apply.** Other charges may also apply; Entrants should check their mobile plan for rates/details relating to participation in the Sweepstakes via mobile URL.

4. **PRIZE DRAWING:** On or about September 12, 2017, Sponsor (or its authorized representative) will randomly select one (1) potential winner, from among all eligible Entries received during the Sweepstakes Period. The potential winner will be contacted on or about September 13, 2017 via telephone or email address (in Sponsor's discretion) in order to notify him/her that he/she has been selected as a potential winner and to verify eligibility. The potential winner will have five (5) business days to respond to this notification.

**5. PRIZE, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:**

- A. **Prize (1):** A maximum of one (1) prize will be awarded under this Sweepstakes. The "Prize" consists of a trip for the winner and one adult guest to the October 2017 Barrett-Jackson® Auction in Las Vegas, Nevada (the "Auction"). Prize package consists of round trip, coach air transportation for two from a major commercial airport near the winner's home (chosen at Sponsor's sole discretion) to a major commercial airport near Las Vegas, Nevada, departing on or about October 19, 2017, and returning on or about October 22, 2017, three nights lodging (standard accommodations, double occupancy), and \$500 in spending money to be used towards transportation and other incidentals.

If the winner wishes to register for the Auction and bid on a vehicle, the Sponsor will provide the winner with up to a \$25,000 maximum credit to use to bid on and purchase a vehicle, including the 10% commission, tax, title, registration, license fees, insurance, and transportation fees, during the Auction (the "Auction Money"). Insurance is not included in the prize. The winner may but is not required to allocate a portion of the \$25,000 maximum credit to insurance. The Auction Money may only be used to bid and purchase a vehicle during the Auction and for no other purpose whatsoever. The winner shall, prior to October 16, 2017, execute Barrett-Jackson's bidder agreement and related documents, and agree to Barrett-Jackson's standard terms and conditions in connection with being a registered bidder at the Auction. The Auction Money may not be used as cash by the winner. The Auction Money will be delivered directly to the Barrett-Jackson® from the Sponsor to pay for any vehicle won in the auction by the winner. If the winner wishes to bid on a vehicle whose price exceeds \$25,000, the winner shall establish appropriate credit with Barrett-Jackson in advance of bidding and will be solely responsible and liable for any and all funds or amounts exceeding \$25,000, including but not limited to any commission, tax, title, registration, license fees, insurance and transportation fees. If the winner purchases a vehicle for less than \$25,000, the winner will **not** receive the difference between the purchase price and the \$25,000 credit limit, however, in this instance, the difference between the \$25,000 credit and purchase price will be used toward the commission, tax, title, registration, license fees insurance and transportation fees. Any amount above \$25,000 that is required for commission, tax, title, registration, license fees, insurance and transportation fees is the sole responsibility of the winner.

All other expenses not specifically mentioned herein are solely the winner's responsibility. Sponsor reserves the right to provide ground transportation in lieu of air transportation if the winner resides within two hundred (200) miles from Las Vegas, Nevada. The winner and guest must abide by all Barrett-Jackson policies. Barrett-Jackson reserves the right to revoke full or partial Prize from winner or winner's guest who it or venue personnel deems may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law or breached the bidder agreement or related documents, or may bring Sponsor and/or Barrett-Jackson into disrepute. Winner will be required to provide a credit card to hotel to cover incidentals which are not included in the Prize. Winner is responsible for all travel expenses not included herein, including but not limited to airline baggage fees, gratuities, meals, airport fees, parking fees, personal charges at the hotel, and any other incidental costs or expenses related to participation in this Prize. Travel must take place on the dates set forth above. If the winner is unable or unwilling to travel on the dates specified, the Prize will be forfeited and may be awarded to an alternate winner. All travel included in the Prize is subject to availability and restrictions. Winner and travel guest must travel on same itinerary. If the winner is eligible to participate in this Sweepstakes but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to,

in-flight, hotel stay and all Prize-related events) by minor's parent or legal guardian. The winner and travel guest must sign and return a travel release before any ticketing of travel occurs. The winner and guest must have all necessary identification and/or travel documents (e.g., a valid driver's license) required for travel, and are responsible for obtaining and maintain applicable travel insurance at their own cost and expense. The winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. The Sweepstakes Entities are not responsible for changes in schedule of any element of the Prize, including scheduling of the Auction, or for any expenses incurred as a consequence of flight cancellation or delay. The Sweepstakes Entities are not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. Sponsor is not responsible and will have no liability if the Prize is revoked in full or in part by Barrett-Jackson due to intoxication, safety risk, breach of the bidder agreement or related agreements, violation of any venue policy or law, or a determination that the winner and/or his/her guest may bring Sponsor or Barrett-Jackson into disrepute. An unclaimed and/or unused element of the Prize will remain the property of Sponsor.

- B. Approximate Retail Value ("ARV").** The ARV of the Prize without the Auction Money is Five Thousand Dollars (\$5,000.00). The ARV of the Prize with the Auction Money is up to Thirty Thousand Dollars (\$30,000).
- C. Odds of Winning.** The odds of winning the Prize depend upon the number of eligible Entries received during the entire Sweepstakes Period.
- D. General Provisions.** All federal, state, municipal and local taxes for the Prize are solely the responsibility of the winner. Any depiction of the Prize or any element thereof in promotional and advertising materials in connection with the Sweepstakes is for illustrative purposes only and may not be the actual Prize awarded. If a potential winner is found to be ineligible or not in compliance with these Official Rules; or declines to accept a Prize; the Prize will be forfeited, and the Sponsor may award the applicable Prize to an alternate potential winner by random drawing from among all remaining eligible Entries. The potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. Lost or stolen Prize elements will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of winner. Prize may not be transferred or assigned. Only the listed Prize will be awarded and no other prizes or substitutions will be made except at the sole discretion of Sponsor. The winner agrees to accept the Prize "as is", and Entrants hereby acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a Prize supplier that are sent along with the Prize. Any

valuation of the Prize stated above is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law.

**6. CONDITIONS OF ENTRY:** Entries not legitimately submitted in accordance with these Official Rules are void.

The potential winner will be subject to verification by Sponsor or its authorized representatives, whose decisions are final and binding. In order to be declared a winner, the potential winner must meet all eligibility requirements and the terms and conditions of these Official Rules. The potential winner is not the winner unless and until the potential winner's eligibility has been verified and the potential winner has been notified that verification is complete and any necessary documentation has been properly submitted to Sponsor or its authorized representatives.

The potential winner will be required to execute and return an Affidavit of Eligibility/Liability & Publicity Release ("Affidavit") or the Prize will be forfeited. The guest must execute a Liability & Publicity Release by a date as designated by Sponsor on notification to be eligible to participate in the Prize. The potential winner may waive the right to receive a Prize; or must be able to accept a Prize as awarded in its entirety or not at all. The Affidavit will be sent to the potential winner's e-mail address and must be returned to the Sponsor within five (5) days from the date that the e-mail is sent. If the e-mail is returned as undeliverable, the potential winner will forfeit the Prize. Failure to properly complete the Affidavit may, in Sponsor's sole opinion, result in forfeiture of the Prize.

In the event of noncompliance with these Official Rules, or if a potential winner cannot be reached as set forth in Section 6 of these Official Rules within three (3) days after the second attempt by Sponsor to contact the potential winner, the Prize will be forfeited, and an alternate potential winner may be selected as set forth in Section 4 of these Official Rules from all remaining eligible Entries until a Prize winner has been declared. If a Prize notification is ignored, returned as unclaimed, or undeliverable for whatever reason beyond the control of Sponsor, the Prize will be forfeited and may be awarded to an alternate potential winner in Sponsor's sole discretion.

The winner will be issued an IRS Form 1099 for tax purposes in the amount of the ARV of the Prize and must submit his/her Social Security Number or Taxpayer Identification Number as required by law.

Acceptance of the Prize constitutes permission for Sponsor and its agencies to use the 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.

Sponsor is not responsible for any typographical, human or other error in the printing of Sweepstakes communications and/or collateral advertising materials, administration of the Sweepstakes, processing of Entries or in the announcement of the winner or in any other materials or information associated with the Sweepstakes. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award the Prize by random drawing from all eligible claimants for the Prize. Only one (1) Prize, as set forth in these Official Rules will be awarded.

If for any reason the Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, 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/or Official Rules at any time and without notice, and Sponsor reserves the right, but not the obligation, to select the potential winner from eligible Entries received prior to the date of such action, or as otherwise deemed equitable by Sponsor. Sponsor further reserves the right to disqualify any individual it suspects, in its sole discretion, to be tampering with the Entry process or the operation of the Sweepstakes, to be cheating, or acting in a non-sportsmanlike or disruptive manner. If Sponsor suspects that any Entrant has or appears to have submitted mass Entries, or Entries generated by an automated program, bot, script, robotic, macro or use of any other devices that is prohibited and will result in disqualification. 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.

- 7. LIMITATIONS OF LIABILITY/INTERNET: SPONSOR (OR THE RELEASED PARTIES AS DEFINED IN SECTION 8 BELOW) ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, PRINTING, HUMAN OR OTHER ERROR INVOLVED OR RELATING TO THE ADMINISTRATION OF OR ASSOCIATED WITH THE SWEEPSTAKES, THE SELECTION OF THE POTENTIAL WINNER OR THE ANNOUNCEMENT OF THE PRIZE. IN NO EVENT WILL MORE THAN ONE PRIZE BE AWARDED THAN ARE STATED IN THESE OFFICIAL RULES. 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 PRIZE 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 SWEEPSTAKES 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 SWEEPSTAKES, 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 SWEEPSTAKES, SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO CANCEL, TERMINATE, MODIFY OR SUSPEND ANY AND ALL ASPECTS OF THE SWEEPSTAKES, AND PROCEED IN A MANNER IT DEEMS FAIR REASONABLE AND IN KEEPING WITH THE INTENT OF THE SWEEPSTAKES, 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 SWEEPSTAKES. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO 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 AND SEEK PROSECUTION OF ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

8. **INDEMNIFICATION:** WINNER AGREES, BY ACCEPTING THE PRIZE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR, AND THEIR PARENT COMPANY, SUBSIDIARIES, AFFILIATES, WEB DEVELOPMENT COMPANIES, ADVERTISING AND PROMOTIONAL AGENCIES, PRIZE SUPPLIERS (AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES), AND ANY OTHER PERSONS OR ENTITIES 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 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 SWEEPSTAKES OR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF THE PRIZE, PARTICIPATION IN ANY SWEEPSTAKES - 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.

- 9. INTERNET/WIRELESS SERVICES:** 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.
- 10. GOVERNING LAW; DISPUTES:** By entering the Sweepstakes, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the Prize, or any portion thereof, 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 Entrant and Sponsor, shall be construed and governed by the laws of the State of Texas, without regard to conflicts of law rules.
- 11. PRIVACY:** By entering the Sweepstakes, each Entrant will be sharing his/her personal information with Sponsor, only for the purposes of entering this Sweepstakes. By entering, each Entrant agrees to Sponsor's use of Entrant's personal information as described herein and in Sponsor's Privacy Policy at: <http://www.shell.com/privacy.html>.



**12. WINNER'S LIST:** For the name of the winner, send a separate self-addressed, sufficiently stamped envelope to: "Pennzoil® Barrett-Jackson® Sweepstakes" Sweepstakes Winner List #O1478, P.O. Box 809004, Houston, TX 77280-9921. Requests must be received by October 31, 2017. Limit one request per person, per household.

**13. SPONSOR:** Pennzoil Quaker State Company d/b/a SOPUS Products, 910 Louisiana St., Houston TX 77002.

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