

Date: July 23, 2024
Client: Shell Oil Products US
Promotion: Shell Platinum Rewards Back to School Tech Package Giveaway
Subject: Official Rules – Draft 2

Full Legal Disclosures:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the 48 contiguous US & DC who are 19 years of age or older as of date of entry, are members of the Fuel Rewards® program, and have Platinum Status in the Fuel Rewards® program as of July 31, 2024. Void in AK, HI, and where prohibited. The Shell Platinum Rewards Back to School Tech Package Giveaway begins at 11:00:00 AM CT on August 1, 2024, and ends at 11:59:59 PM CT on August 31, 2024. Odds of winning a prize depend on the number of eligible entries received. Sponsored by Equilon Enterprises LLC dba Shell Oil Products US. See Official Rules at <https://www.fuelrewardsplatinum.com/rewards/backtoschoolgiveaway> for additional eligibility restrictions, prize descriptions/restrictions/ARVs and complete details.

Abbreviated Disclosures for Social Media:

NO PURCHASE NECESSARY. Open to 48 contiguous US/DC (void in AK/HI), 19+, Fuel Rewards® members with Platinum Rewards Status as of 7/31/24. Ends 8/31/24@11:59:59 PM CT. Subject to full Rules: <https://www.fuelrewardsplatinum.com/rewards/backtoschoolgiveaway>.

THE SHELL PLATINUM REWARDS BACK TO SCHOOL TECH PACKAGE GIVEAWAY
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED. Submitting an entry constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which shall be final and binding on all matters relating to the Sweepstakes.

- TIMING:** The Shell Platinum Rewards Back to School Tech Package Giveaway (the “Sweepstakes”) begins at 11:00:00 AM Central Time (“CT”) on August 1, 2024, and ends at 11:59:59 PM CT on August 31, 2024 (the “Sweepstakes Period”).
- ELIGIBILITY:** The Sweepstakes is open only to individuals who are: (i) legal residents of, and currently residing within, one of the forty-eight (48) contiguous United States (including the District of Columbia, but excluding Alaska and Hawaii) (“US”); (ii) nineteen (19) years of age or older at the time of participation, and (iii) members of the Fuel Rewards® program with Platinum Status as of July 31, 2024 (“Eligible Members”). Employees of Equilon Enterprises LLC dba Shell Oil Products US (“Sponsor”), VML, Inc., Excentus Corporation, Promotion Solutions, Inizio Engage XD, and each of their respective parent, subsidiaries, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies (“Sweepstakes Entities”), and each such employee’s immediate family members (spouse, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void in Alaska, Hawaii, and where prohibited by law. All federal, state, and local laws and regulations apply. By entering the Sweepstakes, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.
- HOW TO ENTER:** To enter, Eligible Members can visit <https://www.fuelrewardsplatinum.com/rewards/backtoschoolgiveaway> (the “Website”) to log in and fill out and submit the on-screen registration form to receive one (1) entry into the Sweepstakes. Limit one (1) entry per person/email/Fuel Rewards account during the Sweepstakes Period. Individuals who do not follow all of the instructions, provide the required information, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified.

In the event of a dispute regarding the entrant's identity, the authorized account holder of the email address submitted upon entry will be deemed to be the potential winner. Potential winners may be required to show proof of being the authorized account holder of the email address account associated with their entry. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification. Any attempt by any person to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and may result in disqualification. Normal Internet access and usage charges imposed by your online service may apply.

4. **DRAWING:** Two hundred fifty (250) Prize winners will be selected in a random drawing on or about September 4, 2024 from among all eligible entries received within the Sweepstakes Period. The drawing will be conducted on behalf of the Sponsor by Promotion Solutions, an independent judging organization whose decisions are final on all matters relating to the drawing. Odds of winning a prize are dependent upon the total number of eligible entries received.
5. **WINNER NOTIFICATION:** Potential Prize winners will be notified via email using the email address provided during the entry process. If a potential Prize winner fails to respond within seventy-two (72) hours of potential winner notification or email is returned as undeliverable, participant shall be deemed to be ineligible, the prize will be forfeited and an alternate potential Prize winner will be selected at random from among all remaining eligible entries. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed.
6. **PRIZES:** Two hundred fifty (250) Prizes are available. Each Prize consists of: one (1) 10.2" iPad® with Wi-Fi 64GB; one set of (1) AirPods® (Second Generation); one (1) iPad® Cover 10.2/10.5 Touch Pad with Bluetooth® Technology; and one (1) OGIO® Metro Backpack (Shell branded) (collectively, "Prize"). The approximate retail value ("ARV") of each Prize is \$595. The total ARV of all prizes is \$148,750. All Prize details including, without limitation, the size, color, version, model of each Prize component shall be in Sponsor's sole and absolute discretion. Prizes are not transferable, substitutable, and cannot be resold. There will be no cash equivalent offered for Prize. However, at the sole discretion of the Sponsor due to unavailability of any Prize component for any reason, an alternate prize/prize component of comparable value will be awarded and the Sponsor's obligation to the winners will be fulfilled, and no other compensation will be provided. No responsibility or liability is assumed by the Released Parties (defined in Section 7, below) for damages, losses or injury resulting from acceptance or use or misuse of any Prize (or any portion thereof). All federal, state and local taxes on prize receipt and/or use are the sole responsibility of the Prize winners. Limit one (1) Prize in this Sweepstakes per person/household. Lost, stolen, or otherwise misplaced Prizes will not be replaced.

Winners acknowledge that Sweepstakes Entities have not 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 any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

7. **GENERAL RULES & RELEASE:** Acceptance of Prize constitutes permission for the Sponsor and its agencies and their respective designees to use a winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list (as applicable), unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. The Sponsor, Sweepstakes Entities, and each of their respective shareholders, officers, directors, employees, representatives, and agents (collectively, the "Released Parties") are not responsible for: (i) technical, hardware, software or telephone malfunctions of any kind, (ii) lost, unavailable or slow network connections or congestion on the Internet or at the Website, (iii) failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes, (iv) any errors,

including human or other errors that may occur in the processing of the entries in the Sweepstakes or prize delivery, (v) damage to any computer system resulting from participation in or accessing or downloading information in connection with the Sweepstakes, (vi) unauthorized intervention in the Sweepstakes, or (vii) lost, late, misdirected, or undeliverable mail or email. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law and that person will be disqualified and any associated entries will be void. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. 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 beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and a random drawing to award the prizes will be conducted from among all eligible, salvageable and non-suspect entries received prior to cancellation. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. By participating in the Sweepstakes, the participant agrees that Sponsor and the Released Parties will have no liability whatsoever for, and the participant agrees to release and hold harmless the Released Parties from and against any and all claims or cause of action, including death and property damage, sustained due in whole or in part, directly or indirectly, from participation in this Sweepstakes, or receipt, use, misuse, or redemption of any prize or prize component, including, but not limited to, any injuries, death, damages, or losses sustained in connection with any activity made possible by utilizing the prize. Each participant further agrees that in any cause of action, the Released Parties' liability will be limited to the actual out-of-pocket costs associated with participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHTS OR CLAIMS TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY SO THE ABOVE MAY NOT APPLY TO ALL PARTICIPANTS. IF PARTICIPANT IS A CALIFORNIA RESIDENT, PARTICIPANT WAIVES ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. **DISPUTES:** To the extent permitted by applicable law, by entering the Sweepstakes, each participant agrees that any and all disputes, claims, and causes of action arising out of the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Illinois, without regard to conflicts of law provisions. Participants submit to exclusive personal jurisdiction in Illinois and agree that any dispute shall be brought in the state and federal courts in Chicago, Illinois.
9. **PRIVACY:** Any personal information that a participant provides in connection with the Sweepstakes shall be used by Sponsor and its agencies to administer this Sweepstakes, contact participants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.shell.us/privacy.html>, and the Excentus privacy policy located at <https://www.fuelrewards.com/fuelrewards/privacy-policy>.

10. **WINNERS LIST:** To receive a Winners List by email, send an email to: customerservice+shellplatinum@promotionsolutions.net with “The Shell Platinum Rewards Back to School Tech Package Giveaway Winners” as the subject line. Requests must be received by October 31, 2024.
11. **SPONSOR:** The Sponsor of the Sweepstakes is Equilon Enterprises LLC dba Shell Oil Products US, 150 N. Dairy Ashford Rd, Houston, TX 77079.

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