

2016 AeroShell Aerobatic Team EAA AirVenture Oshkosh Ride Along Sweepstakes #2

OFFICIAL RULES

OFFICIAL RULES for the "2016 AeroShell Aerobatic Team EAA AirVenture Oshkosh Ride Along Sweepstakes #2" ("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 only to those who are at least eighteen (18) years old at the time of entry. Winner must weigh 240 lbs or less and be able to enter and exit the cockpit under his/her own power at the time of the Aerobatic Team flight. AeroShell and the AeroShell Aerobatic Team reserve the right to refuse flight in the event of any safety concerns. Employees of Equilon Enterprises LLC dba Shell Oil Products US ("Sponsor") and its parent, affiliates and subsidiaries, participating advertising and promotion agencies, and those entities involved in the preparation of materials for, administration and/or execution of this Sweepstakes (collectively "Promotion Entities") and immediate family members and/or those living in the same household (whether or not related) as any of the foregoing employees are ineligible. Sweepstakes starts at 9 a.m. Central Standard Time ("CST") on July 28, 2016, and ends at 2 p.m. CST on July 29, 2016 ("Promotion Period"). Sponsor's computer will be the official timekeeping device of this Sweepstakes.

2. HOW TO ENTER: To enter during the Promotion Period ("Entry") fill out the entry form on a tablet available at the AeroShell booth, Hanger C, #3072, during EAA AirVenture Oshkosh. Entrants, at their option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor via email. Choosing to "opt-out" or "opt-in" will not affect entrants' chances of winning.

The winner is subject to determination of eligibility and verification before any prize will be awarded. All eligible Entries received will be entered into a random drawing held by Sponsor (or its authorized representative) on or about 3 p.m. Central Standard Time, July 29, 2016.

All winners are subject to determination of eligibility and verification before any prize will be awarded. By entering, all entrants and winners agree to be bound by these Official Rules and the decisions of the Sponsor and its authorized representatives, which are final and binding in all matters concerning this Promotion. **Limit one (1) Entry per person.** More than the stated number of allowable Entries per Entry Period is not permitted. If more than one entry per Entry Period is received from one person, only the first entry 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. All Entries become the property of Sponsor and will not be acknowledged or returned.

Proof of Entry submission is not proof of its receipt by Sponsor. Only eligible Entries received by Sponsor during the applicable Entry Period will be eligible for the drawing. Promotion 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.

3. PRIZE DRAWING: On or about 3 p.m. Central Standard Time, July 29, 2016, Sponsor (or its authorized representative) will randomly select one (1) Prize winner from among all eligible Entries received. The potential Prize winner will be contacted via phone in order to notify him/her that he/she has been selected as a potential winner and to verify eligibility.

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4. PRIZE, ODDS OF WINNING: PRIZE (1): One entrant will be randomly selected to receive 2 rides with the AeroShell Aerobatic Team; one for the winner and one for the winner's guest. The 2 rides must be taken at the same time at EAA AirVenture Oshkosh on Saturday, July 30, 2016 at 8 a.m. CST. The guest must NOT be pregnant, must be at least eighteen (18) years old at the time of flight and weigh 240 lbs or less and be able to enter and exit the cockpit under his/her own power at the time of the Aerobatic Team flight. AeroShell and the AeroShell Aerobatic Team reserve the right to refuse flight in the event of any safety concerns. Sponsor will provide flight information to the winner after eligibility has been verified. The winner and guest will be responsible for all expenses related to travel to, from, and during the airshow.

Total Approximate Retail Value ("ARV") of the Prize: \$500

All federal, state and local taxes, if any, on Prize are winner's responsibility. Winner will not receive the difference between the actual value and the ARV.

A. Odds of winning the Prize depend on the number of eligible Entries received.

B. All costs, fees and other expenses not specified in these Official Rules are the winner's sole responsibility.

C. In the event of noncompliance, or if a potential Prize winner cannot be reached by the phone number on his/her Entry after the second attempt, or if the Prize notification is ignored, returned as unclaimed, not timely responded to, or undeliverable for whatever reason beyond the control of Sponsor, the Prize will be forfeited, and an alternate winner will be selected. No assignment, transfer, or substitution of the Prize, in whole or in part, is permitted, except that Sponsor reserves the right to substitute a Prize of equal or greater value at its sole discretion.

5. CONDITIONS OF PARTICIPATION: 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. An entrant is not a winner of a Prize, unless and until said entrant's eligibility has been verified and said entrant has been notified that verification is complete and any documentation necessary for verification has been received and approved by Sponsor or its authorized representatives.

Prize winner and guest may be required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legally permitted), within the time specified by Sponsor. Without limitation, ineligibility or non-compliance will result in forfeiture of a Prize in its entirety.

Acceptance of a Prize constitutes permission for Sponsor and its agencies to use winner and guest 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 Promotion or any element thereof, processing of the Entries or in the announcement of the Prizes or in any other materials, communications or information associated with the Promotion or any element thereof. Only the number of Prizes set forth in these Official Rules will be awarded.

If for any reason the Sweepstakes or any element thereof is not capable of running as planned, including infection by computer virus, bugs, tampering, bots, scripts, unauthorized intervention, fraud/cheating, technical failures, or

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any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes or any element thereof, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Sweepstakes or any element thereof, and Sponsor reserves the right, but not the obligation, to select a winner from eligible, non-suspect 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 and absolute discretion, to be tampering with the entry process or the operation of the Sweepstakes or any element thereof, to be cheating, 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 or any element thereof is a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek any/all remedies available from any such individual to the fullest extent of the law.

6. RELEASE OF LIABILITY: The winner and guest agrees, by accepting the Prize, and each entrant 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, Prize suppliers 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 threatened or actual injuries, loss, costs, 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 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*. Entrants 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 one or more of the Released Parties of any term in these Official Rules does not constitute a waiver of any other provision.

7. LIMITATIONS OF LIABILITY:

IN NO EVENT WILL THE 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. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR ANY STANDARD WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER OF A PRIZE TO THE WINNER AND GUEST, IF ANY, SPONSOR HAS NOT MADE, AND SPONSOR IS NOT RESPONSIBLE IN ANY MANNER FOR, ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR LAW, RELATING TO ANY PRIZE, INCLUDING BUT NOT LIMITED TO, THEIR QUALITY, MECHANICAL CONDITION, 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.

8. 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, 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 or any combination thereof.

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9. 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 or the Prize award 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.

10. WINNER LIST: The winner list will be posted on www.shell.com/flyabovetherest on or before August 10, 2016.

11. COPY OF OFFICIAL RULES: For a copy of these Official Rules, visit the AeroShell booth at EAA AirVenture Oshkosh, Hangar C #3072 by July 29, 2016.

12. SPONSOR: Equilon Enterprises LLC dba Shell Oil Products US, 910 Louisiana St. 20th Floor, Houston, Texas 77002

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