

# Quaker State 400 Sweepstakes 2018 ("Sweepstakes") OFFICIAL RULES

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

- 1. ELIGIBILITY:** Open to legal residents of the fifty (50) United States (including the District of Columbia) who are 18 years of age or older as of April 10, 2018 (or the legal age of majority in their state of legal residence). Employees of Pennzoil Quaker State Company d/b/a SOPUS Products ("**Sponsor**") and its parent, affiliate and subsidiary companies, participating advertising and promotion agencies, prize suppliers, and 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, siblings, children and parents including step-relations) and/or those living in the same household of such employees (whether or not related) are ineligible.
- 2. SWEEPSTAKES PERIOD:** Sweepstakes starts at 12:00 a.m. (CT) on April 10, 2018 and ends at 11:59 p.m. (CT) on May 31, 2018 ("**Sweepstakes Period**"). Sponsor's computer will be the official timekeeping device of the Sweepstakes. **The Sponsor is not responsible for late, incomplete, or misdirected Entries.**
- 3. HOW TO ENTER:** To enter during the Sweepstakes Period ("**Entry**"), using your smart-phone device, tablet or computer, access the URL [www.walmart.com/quakerstate](http://www.walmart.com/quakerstate) or [www.quakerstate.com/promotions](http://www.quakerstate.com/promotions), in your web browser and follow the directions to enter. Each individual who submits an Entry in the Sweepstakes (each an "**Entrant**") must provide the following information: first name, last Name, daytime telephone number and e-mail address, for purposes of administering the Sweepstakes. **Limit one (1) Entry per person during the Sweepstakes Period.**

Sponsor cannot guarantee this Sweepstakes will be available via all wireless carriers. **Standard data plan rates may apply.** Other charges may also apply; check your mobile plan for rates/details relating to participation in the Sweepstakes via mobile URL. Entrants, at their option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor via e-mail. Choosing to "opt-out" or "opt-in" will not affect Entrants' chances of winning.

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

Potential Grand Prize Winner is subject to determination of eligibility and verification before any Prize (as defined below) will be awarded. By entering, all Entrants and the confirmed winner 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 Sweepstakes. More than the stated number of allowable Entries per day is not permitted. If more than one entry per day 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 from the Sweepstakes. 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 Sweepstakes Period will be eligible for this 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. 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.

All Entrants and Entries are subject to verification prior to being declared a winner and receiving a Prize, as are the eligibility, age and other information provided by a potential winner. The potential winner agrees to cooperate, to confirm eligibility and to help ensure that awarding a Prize to any such individual will not bring the Sweepstakes Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes, the Sweepstakes Entities or their respective brands, goods or services, as determined by Sponsor in its sole discretion.

- 4. PRIZE DRAWING(S):** On or about June 15, 2018, at or about 3:00 p.m. CT, Sponsor (or its authorized representative) will randomly select one (1) Grand Prize winner from among all eligible Entries received during the Sweepstakes Period. The potential Prize winner will be contacted 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 Grand Potential Winner will have five (5) business days to respond to this notification.

**5. PRIZE (1), APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:**

Grand Prize (1): A maximum of one (1) Grand Prize will be awarded under this sweepstakes. The Grand Prize ("Grand Prize") consists of a trip for the confirmed winner and one adult guest to the Quaker State 400 Presented By Walmart (the "Race"), which is scheduled to take place on Saturday, July 14, 2018 at the Kentucky Speedway located in Sparta, Kentucky. Prize includes round trip, coach class air transportation from the major airport location nearest to each Winner, as determined by the Sponsor to Sparta, Kentucky, three (3) days and two (2) night's hotel accommodations at a hotel as selected by Sponsor in its sole discretion (single room, double occupancy); a maximum of two (2) Quaker State 400 tickets, access for a maximum of two (2) to Quaker State's Hospitality Tent, a Garage tour for two (2) (subject to availability), transportation between the hotel and Race, and a \$250 VISA®

Gift Card for transportation and miscellaneous expenses. Winner and his/her guest will arrive on Friday, July 13, 2018 and depart on Sunday, July 15, 2018.

**The Approximate Retail Value ("ARV") of the Grand Prize is \$3,000.00.**

The VISA gift card is subject to the terms and conditions on the gift card which shall govern the use of the gift card. The use of the gift card constitutes the user's acceptance of all of its terms and conditions. Participant should read the terms and conditions on the gift card carefully. The gift card will not be redeemed or exchanged for cash, except where required by law. The gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without a Participant's permission. The gift card is "non-reloadable", so additional money cannot be added to the balance of the gift card. The gift card does not offer a line of credit like a credit card.

**Limit:** Only one (1) Grand Prize per Entrant and email address.

The Potential Grand Prize winner is solely responsible for any federal, state, and local taxes payable in respect of the Grand Prize. No assignment, transfer, or substitution of a Prize, in whole or in part, is permitted, except that Sponsor reserves the right in its sole discretion to substitute the Grand Prize, or a portion thereof, with a prize or prizes of equal or greater value at its sole discretion. Grand Prize cannot be exchanged or redeemed for cash.

*Any depiction of the Grand Prize (s) 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 Grand Prize awarded.*

**A.** Odds of winning a Grand Prize depend on the number of eligible Entries received during the Sweepstakes Period.

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

**C.** Potential Grand Prize Winner may waive the right to receive the Grand Prize; or must be able to accept the Grand Prize as awarded in its entirety or not at all. In the event of noncompliance with these Official Rules, or if a Potential Winner cannot be reached at the telephone number or e-mail address on his/her Entry within five (5) days after the second attempt by Sponsor to contact the Potential Winner, the Grand Prize will be forfeited, and an alternate Potential Winner will be selected by random draw from all remaining eligible Entries until a Sweepstakes winner is declared. If the Grand Prize is ignored, returned as unclaimed, or undeliverable for whatever reason beyond the control of Sponsor, the Grand Prize will be forfeited and may be awarded to an alternate winner in Sponsor's sole discretion.

Trip must be taken on dates set by Sponsor. Winner and guest must travel on the same itinerary. If winner resides within a 200-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. **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.** Event and Grand Prize activities are subject to rain-check, modification and/or cancellation policies and procedures of event organizers. Sponsor reserves the right to add, substitute, change or edit Grand Prize related elements and/or activities in its sole discretion. Lost, stolen, damaged or destroyed tickets will not be replaced. Grand Prize winner and guest are responsible for all travel related documents and to obtain and maintain applicable insurance at their own cost and expense.

Guest and winner must sign and return a travel liability release before travel will be booked. Sponsor is not responsible if any events are delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of an event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to Winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event.

There will be only one Grand Prize awarded in connection with this Sweepstakes. The Grand 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. The Grand Prize may not be transferred or assigned. Only the listed Grand prize will be awarded and no other prizing or substitutions will be made except at the sole discretion of Sponsor. Winner agrees to accept the Grand 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 Grand Prize, including express warranties (if any) provided exclusively by a Grand Prize supplier that are sent along with the Grand Prize. Any valuation of the Grand Prize stated above is based on available information provided to Sponsor and the value of any Grand Prize awarded to the Winner may be reported for tax purposes as required by law. Grand Prize Winner is solely responsible for reporting and paying any and all applicable taxes.

Grand Prize Winner must provide Sponsor with a valid taxpayer identification number or social security number before any Prize will be awarded. A Form 1099 will be issued to the Winner for value of the Grand Prize.

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

The Potential Grand Prize 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 Grand Prize Winner must meet all eligibility requirements and the terms and conditions of these Official Rules. A Potential Grand Prize

Winner is not the Grand Prize winner unless and until Potential Winner's eligibility has been verified and Potential Grand Winner has been notified that verification is complete and any necessary documentation has been properly submitted to Sponsor or its authorized representatives.

Potential Grand Prize Winner may be required to sign and return an Affidavit or Declaration of Eligibility and a Liability/Publicity Release (except where prohibited by law), within a time period specified by Sponsor before being declared a winner and receiving the Grand Prize. Failure to comply with this requirement may result in forfeiture of the Grand Prize.

Acceptance of the Grand Prize constitutes permission for Sponsor and its agencies to use Grand Prize Winners' 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 Grand Prize 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 Grand Prize by random drawing from all eligible claimants for the Grand 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 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. INDEMNIFICATION/RELEASE OF LIABILITY:** EACH WINNER AGREES, BY ACCEPTING THE PRIZE, AND EACH PARTICIPANT OR ENTRANT AGREES, BY ENTERING OR 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 INDIVIDUALS OR LEGAL 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, COST OR DAMAGE OF ANY KIND TO 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(S), 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, VIOLATION OF THE 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.

**8. 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, INCLUDING ANY DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO AND USE OF THE WEBSITE [WWW.WALMART.COM](http://WWW.WALMART.COM) and/or [WWW.QUAKERSTATE.COM](http://WWW.QUAKERSTATE.COM), OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR ANY STANDARD WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER OF THE PRIZE(S) TO THE WINNER(S), 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. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

**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 who is a legal resident of the fifty (50) United States (including the District of Columbia) agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the Prize(s), 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 8 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, or only if the Entrant has elected to opt-in to receive promotional emails. By entering, each entrant agrees to Sponsor's use of entrant's personal information as described herein and in Sponsor's Privacy Policy at: [www.shell.us/privacy.html](http://www.shell.us/privacy.html).

#### **12. WINNERS LIST:**

For the names of the Grand Prize winner, send a separate self-addressed, sufficiently stamped envelope to: Quaker State 400 Sweepstakes Winner List #O1585 P.O. Box 809004, Houston, TX 77280. Requests must be received by July 31, 2018. Limit one request per person, per household.

#### **13. GENERAL:**

Sponsor reserves the right to rescind, amend, extend or cancel the Sweepstakes at any time and without notice. By participating in this Sweepstakes or accepting the Grand Prize, Entrants and the Grand Prize winner agree to these Official Rules and the decisions of Sponsor, which are final and binding in all matters and all respects relating to this Sweepstakes. Entrants waive any right to claim ambiguity in these Official Rules.

#### **14. SPONSOR:**

Pennzoil Quaker State Company d/b/a SOPUS Products, 150 N. Dairy Ashford, Houston, Texas 77079.

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