

## SHELL LUBRICANTS CUSTOMER REWARDS TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU REGISTER FOR SHELL LUBRICANTS CUSTOMER REWARDS (THE “**PROGRAM**”).

THE PROGRAM IS OWNED BY PENNZOIL-QUAKER STATE COMPANY D/B/A SOPUS PRODUCTS (“**SHELL**”, “**US**”, “**OUR**”, OR “**WE**”).

THE PROGRAM WILL CONSIST OF INDIVIDUAL OFFERS AND PROMOTIONS (EACH A “**PROMOTION**”) THAT WILL RUN ON A LIMITED TERM BASIS AT VARIOUS LOCATIONS WITHIN THE UNITED STATES OF AMERICA (“**USA**”). EACH PROMOTION WILL SPECIFY THE RETAIL WHOLESALER DISTRIBUTORS, DEALERS, OR OTHER DIRECT OR INDIRECT CUSTOMERS OF SHELL THAT ARE “**ELIGIBLE PARTICIPANTS**”, THE SHELL LUBRICANT PRODUCTS THAT ARE DEEMED TO BE “**QUALIFYING PRODUCTS**”, AND ANY OTHER AND ADDITIONAL TERMS AND CONDITIONS THAT ARE APPLICABLE TO THE SPECIFIC PROMOTION UNDER THE PROGRAM (SUCH TERMS BEING THE “**PROMOTIONAL TERMS**”). THE PROMOTIONAL TERMS TOGETHER WITH THE TERMS AND CONDITIONS SET FORTH HEREIN ARE COLLECTIVELY REFERRED TO AS THE “**TERMS**”.

EACH PARTICIPANT IN THE PROGRAM (“**YOU**”, “**YOUR**”, OR “**PARTICIPANT**”) MUST MEET THE REQUIREMENTS TO BE AN ELIGIBLE PARTICIPANT (OR AUTHORIZED USER OF AN ELIGIBLE PARTICIPANT) AS SET FORTH IN THE TERMS.

AS PART OF THE PROGRAM, WE HAVE ENGAGED A THIRD-PARTY PROVIDER, 360INSIGHTS (USA) LTD. (“**ADMINISTRATOR**”), TO OPERATE THE PROGRAM. THE ADMINISTRATOR OWNS AND OPERATES THE WEBSITE [WWW.360REWARDS-WD.COM](http://WWW.360REWARDS-WD.COM) (“**WEBSITE**”).

THE WEBSITE, SERVICES PROVIDED BY ADMINISTRATOR AND CONTENT PROVIDED BY ADMINISTRATOR IN RELATION TO THE PROGRAM SHALL BE KNOWN AS THE “**THIRD-PARTY CONTENT**”. WE TAKE NO RESPONSIBILITY FOR AND MAKE NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED AT LAW OR OTHERWISE) REGARDING THE THIRD-PARTY CONTENT. YOU ACCESS ALL THIRD-PARTY CONTENT AT YOUR SOLE RISK. WE HAVE NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN SUCH THIRD-PARTY CONTENT OR INFORMATION, OR FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER YOU MIGHT SUFFER IN CONNECTION WITH IT. THE ADMINISTRATOR MAY REQUIRE YOU TO AGREE TO ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THE THIRD-PARTY CONTENT AS A CONDITION TO USING SUCH THIRD-PARTY CONTENT.

## 1. AGREEMENT TO TERMS

BY REGISTERING FOR THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT REGISTER FOR THE PROGRAM. SHELL RESERVES THE RIGHT TO MODIFY OR TERMINATE THE PROGRAM AT ANY TIME, WITH OR WITHOUT NOTICE, AND IN ANY MANNER, IN WHOLE OR IN PART, AS OUTLINED BELOW, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF ANY REWARD POINTS ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE REWARDS. YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS AND ANY MODIFICATIONS HEREOF.

## 2. GENERAL PARTICIPATION

### A. Registration and Use of Website:

To set up a Shell Lubricants Customer Rewards account ("**Rewards Account**"), You must use a smart-phone device, tablet or computer with internet access to access the Website by entering [www.360rewards-wd.com](http://www.360rewards-wd.com) (the "**URL**") in Your web browser and then follow the on-screen instructions to complete and submit the online registration form. During registration, You must provide the requested information including (i) for any individuals who are Eligible Participants or are designated by an Eligible Participant as the authorized user on behalf of such Eligible Participant (such designee being the "**Authorized User**" for the Eligible Participant), the first name, last name, business email address, and password of such individual, and (ii) company name and business mailing address. You must also check the box acknowledging that You agree to and accept these Terms, after which registration is complete. You may, at Your own option and discretion, elect to "opt-in" to receive future marketing and promotional communications from Shell or Administrator. Only Eligible Participants and any Authorized Users will be entitled to access Rewards Account information.

Shell and Administrator cannot guarantee the Website or content relating to the Program will be available via all wireless carriers. Standard data plan rates may apply. Other charges may also apply. You should check Your mobile plan for rates and other details relating to registration and participation in the Program via mobile URL.

YOU AGREE THAT ADMINISTRATOR AND WE CANNOT AND DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE. The Website may be unavailable from time to time for any reason including, without limitation, routine maintenance.

### B. Earning Reward Points:

Eligible Participants can earn reward points (“**Reward Points**”) by participating in Promotion(s) under the Program and making “**Qualifying Purchases**” of Qualifying Products as specified in the applicable Promotional Terms (including, without limitation, any time period specified for making the purchase). Reward Points are accrued on the basis of the Eligible Participant (or its Authorized User) submitting a Valid Proof of Purchase in their Rewards Account on the Website by the applicable deadline specified in the Promotional Terms. “**Valid Proof of Purchase**” means a legible purchase receipt showing the required Qualifying Purchase that must include the name of the seller, the date of the purchase, the material name/number and quantity of each Qualifying Product purchased. Shell is not responsible for misdirected, corrupted, delayed, lost or late submissions. Incomplete or illegible submissions will not be honored.

The earning and accumulation of Reward Points is subject to these Terms. You are responsible for reading (i) these Terms, (ii) Program communications sent by email or posted on the Website, and (iii) Your Rewards Account statements to understand Your rights, responsibilities, status in the Program, as well as the structure for earning Reward Points and Rewards.

Subject to the Terms, You will receive, for Qualifying Purchases of Qualifying Products that are properly confirmed with a timely Valid Proof of Purchase credited to Your Rewards Account, Reward Points according to the point value for each purchase as set forth in the Promotional Terms.

**REWARD POINTS EARNED AND DEADLINES MAY VARY BASED ON EACH PROMOTION AND THE APPLICABLE PROMOTIONAL TERMS.**

Once Reward Points are earned, You may opt to either: (i) save Reward Points for redemption at a later date (subject to any expiration or termination of such Reward Points as set forth in the Terms); or (ii) redeem some or all of the Reward Points for Rewards via the Website as more particularly described below.

Upon confirmation of the Qualifying Purchase in a Valid Proof of Purchase, Shell or the Administrator will credit each Eligible Participant’s Rewards Account with Reward Points within approximately six weeks from the date of the submission of the Valid Proof of Purchase. However, each Eligible Participant (or Authorized User) shall have the responsibility of ensuring that their Reward Points are properly credited. **Any claim for Reward Points not credited accurately must be received by Administrator within six (6) months of the date of claimed accrual of such Reward Points; otherwise, such Reward Points shall no longer be valid or usable.**

While You must upload a copy of the Valid Proof of Purchase to Your Rewards Account on the Website, You should retain a copy for record-keeping purposes, as it may be necessary to submit it later for verification.

In its sole discretion, Shell reserves the right to reverse Reward Points previously credited to a Rewards Accounts, if Qualifying Purchase(s) cannot be properly verified. Shell's decisions regarding the awarding of Reward Points are final and binding. Submitted proofs of purchase that are subsequently determined to be invalid for any reason are subject to disqualification and the corresponding Reward Points will be removed from the applicable Rewards Account.

**C. Conditions of Use of Program by Eligible Participants and Authorized Users:**

Shell shall have no liability for any printing, production, typographical, mechanical or other errors in any Rewards Account summaries distributed by Shell, the Administrator, or any of their agents or representatives; for any delay or failure to credit Reward Points to Rewards Accounts; or for any failure to provide Rewards Account summaries as outlined herein.

Shell reserves the right to invalidate Reward Points from a Rewards Account if it determines in its sole discretion that such Reward Points were improperly credited to such Rewards Account or were obtained fraudulently or otherwise in violation of these Terms. Shell reserves the right to delay the processing or redemption of any Reward Points without notice, in order to assure compliance with these Terms.

By participating in the Program, each Eligible Participant and Authorized User is responsible for maintaining the confidentiality of their Rewards Account and password and for restricting access to the Rewards Account. The Eligible Participant agrees to accept responsibility for all activities that occur under such Eligible Participant's Rewards Account or password. Without limiting any other remedies, Shell may suspend or terminate any Rewards Account if Shell suspects in its sole discretion that any Eligible Participant, Authorized User, or any other person has engaged in fraudulent activity in connection with the Program.

Reward Points do not constitute property, do not entitle You to a vested right or interest, and have no cash value (except to the extent required by law). As such, Reward Points are not redeemable for cash, transferable, or assignable for any reason. The sale, barter, transfer, or assignment of any accumulated Reward Points, other than by Shell, is strictly prohibited. Any Reward Points which Shell deems in its sole discretion to have been transferred, sold, bartered, or assigned in violation of these Terms may be confiscated and/or canceled.

Participation in the Program is subject to the Terms, as well as policies and procedures that Shell may adopt or modify from time to time. Any failure to abide by the Terms or any policies or procedures implemented by Shell, any conduct detrimental to Shell, or any misrepresentation or fraudulent activities in connection with the Program, or failure to act in

a manner consistent with federal, state, or local laws, regulations or ordinances, may result, in addition to any rights or remedies available to Shell in law or equity, in the termination of participation in the Program, as well as forfeiture of any Reward Points accrued to date, and any other benefits earned in connection therewith, in Shell's sole discretion.

You agree to provide accurate information to us at all times and to promptly notify us of any change in address (including mail or email) or any change in Authorized Users by updating Your information for Your Rewards Account at the Website.

**YOU MUST COMPLY, AT ALL TIMES, WITH ALL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO YOU. YOU AGREE TO COMPLY WITH THESE TERMS AT ALL TIMES. YOU AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS ENTIRELY AT YOUR OWN RISK. YOU ARE RESPONSIBLE FOR RESTRICTING ACCESS TO AND MAINTAINING THE CONFIDENTIALITY OF YOUR REWARDS ACCOUNT AND PASSWORD, AND YOU AGREE TO ACCEPT RESPONSIBILITY FOR THE ACTIVITIES OF ANYONE USING YOUR PASSWORD. ELIGIBLE PARTICIPANTS ARE ALSO RESPONSIBLE FOR THEIR AUTHORIZED USERS AND PROMPTLY UPDATING THEIR AUTHORIZED USER IN THE EVENT OF ANY CHANGE.**

**YOU AGREE THAT IF YOU OBJECT TO ANY OF THESE TERMS, OR ANY MODIFICATIONS THEREOF, OR OTHERWISE BECOME DISSATISFIED WITH THE PROGRAM, YOUR ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE PARTICIPATION IN THE PROGRAM AND TERMINATE YOUR REWARDS ACCOUNT (AND FORFEIT ANY UNUSED REWARD POINTS).**

### **3. ELIGIBILITY/CONDITIONS OF ENROLLMENT**

To enroll in the Program, You must be an Eligible Participant or an Authorized User of an Eligible Participant, and each individual Participant (i) must be a legal resident of and currently residing in USA (as defined above); (ii) be at least eighteen (18) years of age (or the legal age of majority in their state of legal residence, whichever is greater) as of the date of enrollment and have the capacity to enter into a binding contract; and (iii) have a valid business email address.

Employees of Shell, Administrator and their parents, affiliates, and subsidiaries, participating advertising and promotion agencies, including but not limited to those entities involved in the preparation of materials for administration and/or execution of the Program and their immediate family members (spouse, parent, child or sibling) and/or those living in the same household (whether or not related) are ineligible.

The Program is subject to all applicable, federal, state, and local laws and regulations. Void outside of the USA and where prohibited or otherwise restricted by law. An Eligible Participant (or their Authorized User) may maintain only one Rewards Account.

Your Rewards Account is non-transferable. If an Authorized User is no longer employed by an Eligible Participant, such Authorized User will have no further rights in the Program, and the Eligible Participant must promptly update its Rewards Account to name a new Authorized User.

#### **4. USE OF PERSONAL INFORMATION AND PRIVACY**

Please review the relevant Privacy Notice (“**Privacy Notice**”) at [www.shell.us/privacy](http://www.shell.us/privacy) to understand how Shell collects and uses personal information.

#### **5. CHANGES TO THE PROGRAM**

Shell has the right to change, limit, modify or cancel the Terms, Rewards, and reward levels at any time, with or without notice, even though such changes may affect the value of Reward Points, or the ability to obtain certain Rewards. Shell may, among other things: a) increase or decrease the number of Reward Points earned for a product or required for a Reward; b) withdraw, limit, modify or cancel any Reward; c) change these Terms, rules for earning, redeeming, retaining or forfeiting Reward Points, or rules governing the use of Rewards.

#### **6. REDEEMING REWARD POINTS**

Reward Points may be redeemed for certain rewards described on the Website (each a “**Reward**”; collectively “**Rewards**”) via the Website and subject to the Terms. The Rewards structure is subject to the Terms and to modification, cancellation, or limitation at Shell's discretion, with or without notice. The number of Reward Points required to redeem any Reward may vary by Promotion and may be substantially increased, any Reward may be withdrawn, and restrictions on any Reward or reward redemption (“**Reward Redemption**”) may be imposed at any time.

Reward Points may only be redeemed via the Website. See the Website for more details on how to redeem Reward Points. Reward Points will be subtracted from Your Rewards Account at the time You request a Reward.

You are solely responsible for ensuring that the Eligible Participant shipping address is correct on the Program Website prior to redemption. The obligation of Shell or its Administrator regarding delivery of a Reward is satisfied upon shipping the selected Reward to the address contained in the Program records as of the date of redemption.

Neither Shell nor Administrator is responsible for lost or stolen Rewards.

You must allow up to 8 weeks for shipment and delivery of a selected Reward. No cash will be exchanged for the unused portion of any Reward Points. Once Reward Points have been

redeemed for a Reward, they are no longer valid for any subsequent redemption, and they may not be returned or refunded to a Rewards Account for any reason.

Rewards may only be redeemed by using Reward Points.

## **7. TERMINATION DUE TO INACTIVITY**

Shell or Administrator may terminate Your Reward Points in Your Rewards Account if Your Rewards Account is inactive for at least 365 consecutive days. For the purposes of this section, “inactive” means that You have neither earned Reward Points nor had a valid Reward Redemption within such period of time.

At Shell’s or Administrator’s discretion, Shell or Administrator may also close Your Rewards Account if You have not engaged in any activity associated with the Rewards Account (through earning Reward Points or Reward Redemption) for 365 consecutive days or more. When a Rewards Account is closed, all remaining Reward Points in such account are also terminated and forfeited.

Shell or Administrator may elect to provide You notice prior to any such termination or closure but are not required to provide such notice (except to the extent advance notice is required pursuant to applicable law).

## **8. TERMINATION AND MODIFICATION; CANCELLATION**

**SHELL RESERVES THE RIGHT TO MODIFY OR TERMINATE THE PROGRAM AND ANY PROMOTION AT ANY TIME, WITH OR WITHOUT NOTICE.** However, Shell or Administrator may elect to give advance notice of termination (including on the Website) in order to allow You to redeem Reward Points for Rewards prior to the effective date of any termination.

Without limiting the foregoing, Shell reserves the right, at its sole discretion, to (a) suspend, change or terminate the Program, any Promotion, or any Participant benefit, in whole or in part; (b) modify, limit or suspend the use and/or redemption of any Reward Points, in any respect; (c) modify or change redemption procedures, including the amount of Reward Points required for particular Rewards; (d) modify, limit or suspend the collection of Reward Points, including but not limited to imposing time limits and changes in point values. Shell may make these changes even though the changes may affect the value of Your Reward Points already accumulated at any time and from time to time.

YOUR CONTINUED PARTICIPATION IN THE PROGRAM AFTER ANY MODIFICATION TO THE PROGRAM AND/OR THESE TERMS WILL INDICATE YOUR ACCEPTANCE OF ANY SUCH MODIFICATION. YOU EXPRESSLY AGREE TO ASSUME RESPONSIBILITY FOR REVIEWING THE TERMS FOR ANY UPDATES OR MODIFICATIONS. IF YOU DON'T AGREE TO ANY

CHANGES TO THE PROGRAM OR THESE TERMS, YOUR SOLE REMEDY IS TO DEACTIVATE AND CLOSE YOUR REWARDS ACCOUNT (AND FORFEIT ANY UNUSED REWARD POINTS).

You may cancel Your participation in the Program and close Your Rewards Account at any time by emailing shellrewardsd@email-360insights.com. Cancellation may take up to ten (10) business days to finalize. During that time, You may receive previously scheduled promotional emails. You will forfeit Your entitlement to any Reward Points or Rewards immediately upon deactivation or termination of Your Rewards Account.

## **9. TAXES**

THE RECEIPT OR REDEMPTION OF REWARD POINTS OR REWARDS MAY BE SUBJECT TO TAX LIABILITY. ANY TAX LIABILITY, INCLUDING DISCLOSURE, WITH RESPECT TO THE RECEIPT OR USE OF REWARD POINTS OR OTHER REWARDS, IS SOLELY YOUR RESPONSIBILITY. YOU AGREE TO CHECK WITH YOUR TAX ADVISOR REGARDING POSSIBLE TAX IMPLICATIONS.

## **10. SALE/TRANSFER PROHIBITED**

You may not purchase or otherwise acquire Reward Points from third parties and may not combine Reward Points obtained by others for deposit into your Rewards Account. You may not transfer or sell Reward Points under any circumstance, other than in programs authorized by Shell or as permitted by these Terms. Any attempt to combine or transfer Reward Points will result in disqualification from the Program and forfeiture of all Reward Points in Your Rewards Account. Shell or Administrator reserves the right to take any other or additional action it deems appropriate in its sole discretion in the event that Shell or Administrator believes (in its sole discretion) that You or others have violated any of these Terms.

Trading, transferring, or selling proofs of purchase or invoices is also strictly prohibited.

Reward Points do not constitute property and may be revoked at any time by Shell or the Administrator as set forth herein.

## **11. FRAUD/AUDIT**

In the case of fraud or abuse involving the Program, Reward Points, or Reward use, Shell has the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of any Reward and/or termination of use or access to the Program, and all Reward Points and Rewards earned through the Program may be forfeited and any relevant Rewards Account(s) closed as set forth herein.

Shell or Administrator reserves the right to audit any Rewards Account at any time and without notice to ensure compliance with these Terms. In the event the audit reveals

discrepancies or violations, Shell or Administrator may delay the processing of Rewards, or other redemptions and cancel any outstanding Reward Redemption orders until the discrepancies or violations are resolved. During an investigation, Shell or Administrator may freeze the applicable Rewards Account. While the account is frozen, no redemptions or other transactions will be permitted, and any outstanding Reward Redemption orders will be cancelled.

Shell or Administrator reserves the right to discontinue the participation privileges of any Eligible Participant who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms or any federal, state, or local laws, statutes or ordinances. Discontinued participation privileges may result in the loss of all accumulated Reward Points. In addition to discontinuance of participation privileges, Shell shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

Shell or Administrator reserves the right to rescind Reward Points credited to a Rewards Account which were obtained as a result of technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software related to the Program.

## **12. ACTS BEYOND OUR CONTROL**

Shell's failure to comply with these Terms because of an act of God, war, fire, riot, terrorism, storm, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond our reasonable control will not be deemed a breach of these Terms. If any such contingency shall last for more than thirty (30) days, we shall have the right to terminate the Program immediately by giving notice and shall have no further liability to You.

## **13. GOVERNING LAW AND CONSENT TO JURISDICTION**

The awarding of Reward Points and the redemption of Reward Points are void where prohibited by law.

These Terms will be governed and be interpreted pursuant to the laws of the State of Texas, notwithstanding any principles of conflicts of law. Your application for enrollment, participation, and redemption of Rewards in connection with the Program are subject to our verification and acceptance, which acts shall be deemed made, performed, transacted, and closed in the State of Texas, USA. You consent to jurisdiction in the state and federal courts in the State of Texas and waive any right to a jury trial.

## **14. DISPUTE RESOLUTION**

Shell has the sole discretion to interpret and apply these Terms, and all questions or disputes regarding these Terms will be resolved by Shell in its sole discretion. Any claim or cause of action You may have with respect to Your participation in the Program or any Promotion must be commenced within one (1) year after the claim or cause of action arises.

#### **15. ENTIRE AGREEMENT; TERMS**

These Terms constitute the entire agreement between You and Us regarding Your participation in the Program and in any Promotion, Your entitlement to earn Rewards through the Program, and Your entitlement to any other benefits of the Program. These Terms supersede all prior agreements between us, whether oral or written, including, without limitation, all previous versions of these Terms.

If any provision of these Terms (including limitations of liability) is held by a court of competent jurisdiction to be void, invalid, contrary to law, or unenforceable for any reason, such provision shall be deemed changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect.

Except as otherwise described, all materials and any content on the Website are made available only for informational purposes. Shell makes no representation that these materials or content are appropriate or available for use in other locations.

#### **16. DISCLAIMER OF WARRANTIES**

SHELL MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM AND ANY PROMOTION THAT FORMS PART OF THE PROGRAM, WHICH IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. SHELL EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PROGRAM OR THE WEBSITE WILL BE ERROR-FREE. SHELL FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM AND ANY PROMOTION THAT FORMS PART OF THE PROGRAM OR OTHERWISE. SHELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, INCLUDING IMPLIED WARRANTIES AND WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

#### **17. LIMITATIONS OF LIABILITY; WAIVER**

NEITHER SHELL, ITS PARENTS, AFFILIATES, OR SUBSIDIARIES, PROGRAM AFFILIATES, SUPPLIERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (EACH A “**SHELL PARTY**”; COLLECTIVELY “**SHELL PARTIES**”) SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “**LOSSES AND DAMAGES**”), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE TERMS; (II) THE PROGRAM OR THE WEBSITE; (III) ANY PROMOTION FORMING PART OF THE PROGRAM (IV) ANY FAILURE, DELAY OR DECISION BY US OR ANY SHELL PARTY IN ADMINISTERING THE PROGRAM; (V) ANY UNAUTHORIZED USE OF AN ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (VI) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM MADE BY US OR ANY SHELL PARTY OR ANY OTHER PERSON OR ENTITY; OR (VII) THE PURCHASE, REDEMPTION FOR OR USE OF ANY REWARDS WHETHER MADE AVAILABLE BY US, SHELL PARTIES OR ANY OTHER PERSON OR ENTITY, OR OTHERWISE.

The foregoing limitations of liability shall apply whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis, even if any Shell Party has been advised of or should have known of the possibility of such Losses and Damages, and without regard to the success or effectiveness of other remedies. In no event will any Shell Party’s total liability to any Participant for any and all claims under any theory of law or equity be greater than \$100.00.

If we fail to act with respect to Your breach or anyone else's breach of these Terms on any occasion, we do not waive our right to act with respect to future or similar breaches.

#### **18. SHELL ADDRESS**

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

#### **19. TRADEMARKS**

Pennzoil/Quaker State trademarks are owned by Pennzoil-Quaker State Company. All other trademarks are the property of their respective owners and no rights to any trademarks or other intellectual property are conveyed pursuant to these Terms.