

# PENNZOIL MUSTANG RTR SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**INTERNET ACCESS IS REQUIRED. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

- 1. ELIGIBILITY:** The Pennzoil Mustang RTR Sweepstakes ("**Sweepstakes**") is open only to legal residents of the United States of America (including the District of Columbia and Puerto Rico) ("**US**") who currently reside in the US and are eighteen (18) years of age or older at time of entry (or the legal age of majority in their state of legal residence, whichever is older). Employees of Pennzoil-Quaker State Company d/b/a SOPUS Products ("**Sponsor**") and Pep Boys, their parent, affiliate and subsidiary companies, participating advertising and promotional 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, 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. Central Standard Time ("**CST**") on June 1, 2019 and ends at 11:59 p.m. CST on July 31, 2019 ("**Sweepstakes Period**"). Sponsor's computer will be the official timekeeping device of this Sweepstakes. Sponsor is not responsible for late, incomplete, or misdirected Entries.
- 3. HOW TO ENTER:** To enter during the Sweepstakes Period, using your smart-phone device, tablet or computer, access the Sweepstakes website ("**Website**") by entering [www.pennzoil.com/RTR](http://www.pennzoil.com/RTR) (the "**URL**") in your web browser. Then, follow the on-screen instructions to complete and submit an entry in the Sweepstakes ("**Entry**"). Each individual who submits an Entry ("**Entrant**") must provide his/her first name, last name, physical mailing address, email address, and daytime telephone number and confirm that he/she is eighteen (18) years of age or older, for purposes of administering the Sweepstakes; and must check the box agreeing to these Official Rules. Entrants, at their own option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from Sponsor. Choosing to "opt-out" or "opt-in" will not affect Entrants' chances of winning.

Sponsor cannot guarantee this Sweepstakes will be available via all wireless carriers. Standard message & data plan rates may apply. Other charges may also apply. Check your mobile plan for rates/details relating to entering in this Sweepstakes via mobile URL.

Entries not legitimately submitted in accordance with these Official Rules, in the Sponsor's sole discretion, are void.

**Limit one (1) Entry per person per day during the Sweepstakes Period.** Entries must be received by 11:59 p.m. CST on July 31, 2019. Proof of Entry submission is not proof of its receipt by Sponsor. Only eligible Entries received by Sponsor during the Sweepstakes Period will be accepted. In the event of a dispute as to the identity of an Entrant, the Entry will be deemed completed by the authorized account holder of the email address used to enter. An Entrant 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 email address used to complete the Entry. 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.

By entering in this Sweepstakes, all Entrants 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 person and household during the Sweepstakes Period is not permitted. If more than one (1) Entry per day during the Sweepstakes Period is received from one person, only the first Entry submitted will be considered valid, however, any attempt by any person 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.

- 4. RANDOM DRAWING:** On or about August 1, 2019, Sponsor or its authorized representative will conduct a random drawing to randomly select one (1) potential winner of this Sweepstakes ("**Potential Winner**") from among all eligible Entries received during the Sweepstakes Period.
- 5. PRIZE, APPROXIMATE RETAIL VALUE, AND ODDS OF WINNING:** Only one (1) Prize will be awarded in connection with this sweepstakes. The "Prize" consists of a 2019 Ford Mustang RTR designed and customized by Vaughn Gittin Jr. Motorsports (the "**Vehicle**") and a \$5,000 Visa® Prepaid Card. The Vehicle includes the following features:
  1. RTR Upper Grille with LED Lights
  2. RTR Lower Grille
  3. RTR Front Chin Spoiler
  4. RTR Bumper Inserts and Turning Vanes
  5. RTR Hood Extractor Vents
  6. RTR Rear Diffuser
  7. RTR Rear Spoiler
  8. RTR Decklid Panel
  9. RTR Rocker Splitters
  10. RTR Rear Quarter Splitters
  11. RTR Fender Badges
  12. RTR Floor Mats
  13. RTR Shift Knob
  14. RTR Graphics
  15. RTR Tactical Performance Lowering Springs
  16. RTR Tactical Performance Front & Rear Sway Bars
  17. RTR Tactical Performance Adjustable Shock/Strut
  18. RTR Serialized Dash Plaque signed by Vaughn Gittin Jr
  19. RTR 20" Aero 7 Wheels (Matte Charcoal Finish) w/ Nitto NT555 G2 Ultra High-Performance Tires (275/35R20)
  20. RTR Street Spec Axle-Back Exhaust (Non-Active)

The Visa card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Subject to separate terms and conditions of issuer. See your Cardholder Agreement for complete details.

- A. The total approximate retail value of the Prize is fifty-five thousand, two hundred dollars (\$55,200).
- B. Odds of winning the Prize depend on the number of eligible Entries received during the Sweepstakes Period.
- C. All federal, state, and local taxes payable in respect of the Prize are solely the responsibility of the Prize winner. Any valuation of the Prize stated above is based on available information provided to Sponsor at the time these Official Rules were published, and the value of the Prize will be reported for tax purposes as required by law. A Form 1099 will be issued to the Potential Winner by Sponsor or its authorized representative, and the Potential Winner must provide Sponsor or its authorized representative with his/her social security number to receive the Prize. For more information regarding Sponsor's Privacy Policy, visit <http://www.shell.com/privacy.html>.

The Prize does not include any other item or cost, fee, and other expense not specified in these Official Rules, and any such expenses including but not limited to any additional features, upgrades and/or options to the Prize outside of the customization performed by Tommy Pike Customs are the sole responsibility of the Prize winner. The Prize winner is solely responsible for all obligations, taxes, and expenses associated with accepting, registering or operating the Prize including but not limited to sales tax, luxury tax, other taxes; registration, title and license fees; state license and insurance laws and regulations; and any other obligations, taxes, and expenses associated with accepting, registering or operating the Prize.

Prize winner agrees that the Prize is awarded pursuant to a revocable, nontransferable license that is personal to him/her, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. No assignment, transfer, or substitution of the Prize, in whole or in part, is permitted, except that Sponsor reserves the right in its sole discretion to substitute the Prize, or a portion thereof, with a prize or prizes of equal or greater value, without liability. The Prize cannot be exchanged or redeemed for cash.

*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.*

6. **HOW TO CLAIM THE PRIZE:** The Potential Winner is subject to confirmation of eligibility and verification by Sponsor or its authorized representative before the Prize will be awarded. On or about August 1, 2019, the Potential Winner will be contacted by Sponsor or its authorized representative, in their sole discretion, via email and/or telephone at the email address and/or telephone number provided by the Entrant to enter this Sweepstakes in order to notify him/her that he/she has been selected as the Potential Winner and to verify his/her eligibility and compliance with all requirements set forth in these Official Rules. The Potential Winner will have seven (7) days to respond to this notification. The Potential Winner must respond as instructed in the notification message. Entrants should regularly check their spam filters and voice mail messages to ensure they do not contain any Sweepstakes notifications. Failure to promptly respond to Sponsor's notification may result in forfeiture of the Prize.

To be declared the Prize winner, the Potential Winner must meet all eligibility requirements and the terms and conditions of these Official Rules, as determined by Sponsor or its authorized representative in their sole and absolute discretion. The Potential Winner is not the Prize winner unless and until the Potential Winner's eligibility has been verified and he/she has been notified that verification is complete and any necessary documentation has been properly submitted to Sponsor or its authorized representative.

Potential Winner may waive the right to receive the Prize; or must be able to accept the Prize as awarded in its entirety or not at all. The Potential Winner must present a current and valid US driver's license issued from his/her state of legal residence, provide satisfactory proof of insurance in his/her state of legal residence, and execute and return a Declaration of Eligibility/Liability & Publicity Release ("**Declaration**") within a time period specified by Sponsor or its authorized representative before being declared the Prize winner and receiving the Prize. Potential Winner may be required to furnish other proof of identification and eligibility under these Official Rules, except where prohibited by law. In the event the Potential Winner fails to provide all required information and/or documentation or execute the Declaration within the time period specified by Sponsor or its authorized representative; is found to be ineligible or not in compliance with all of the requirements set forth in these Official Rules; declines to accept the Prize; or cannot be reached at the email address and/or telephone number provided at the time of Entry within seven (7) business days after the first attempt by Sponsor or its authorized representative to contact the Potential Winner, the Prize will be forfeited and may be awarded, in Sponsor's sole and absolute discretion, to an alternate potential winner by random drawing from all remaining eligible Entries received during the Sweepstakes Period.

Sponsor also reserves the right to and may conduct a voluntary background check on a Potential Winner, and such individual agrees to cooperate, to confirm eligibility and to help ensure that awarding the 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. In the event the Potential Winner of the Prize refuses the voluntary background check, such refusal will cause forfeiture of the Prize.

Upon confirmation of eligibility and verification, the Prize will ship to the winner's home address. No other delivery option will be available.

Acceptance of the Prize constitutes permission for Sweepstakes Entities to use the Prize 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.

7. **RELEASE AND INDEMNIFICATION:** PRIZE WINNER AGREES, BY ACCEPTING THE PRIZE, AND EACH ENTRANT AGREES, BY ENTERING IN THIS SWEEPSTAKES, TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATES, SUBSIDIARIES, 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, SOCIAL MEDIA PLATFORM (INCLUDING BUT NOT LIMITED TO FACEBOOK, TWITTER, INSTAGRAM, AND SNAPCHAT) ("**SOCIAL MEDIA PLATFORM**"), 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, 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 OF THE RELEASED PARTIES 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/INTERNET:** PRIZE WINNER AGREES TO ACCEPT THE PRIZE "AS IS" AND HEREBY ACKNOWLEDGES THAT SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE PRIZE, INCLUDING BUT NOT LIMITED TO, THE QUALITY, MECHANICAL CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR EXPRESS WARRANTIES, IF ANY, PROVIDED EXCLUSIVELY BY THE PRIZE SUPPLIER THAT ARE SENT ALONG WITH THE PRIZE TO THE PRIZE WINNER. SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, HUMAN OR OTHER ERROR INVOLVED OR RELATING TO THE PRINTING OF SWEEPSTAKES COMMUNICATIONS AND/OR COLLATERAL ADVERTISING MATERIALS, ADMINISTRATION OF THE SWEEPSTAKES, PROCESSING OF ENTRIES, THE SELECTION OR VERIFICATION OF THE POTENTIAL WINNER, IN THE ANNOUNCEMENT OF THE 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 PRIZE BY RANDOM DRAWING FROM ALL ELIGIBLE CLAIMANTS FOR THE PRIZE. IN NO EVENT WILL MORE THAN ONE (1) PRIZE AS SET FORTH IN THESE OFFICIAL RULES BE AWARDED. IF FOR ANY REASON THE SWEEPSTAKES, OR ANY ELEMENT THEREOF, 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 OF THE PRIZE BY RANDOM DRAWING FROM ALL ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD PRIOR TO THE DATE OF SUCH ACTION, OR AS OTHERWISE DEEMED EQUITABLE, REASONABLE, AND IN KEEPING WITH THE INTENT OF THE SWEEPSTAKES BY SPONSOR. SPONSOR FURTHER RESERVES THE RIGHT TO DISQUALIFY ANY INDIVIDUAL IT SUSPECTS, IN ITS SOLE AND ABSOLUTE DISCRETION, TO BE TAMPERING WITH ANY 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 DEVICE THAT IS PROHIBITED, THIS 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 AND SEEK PROSECUTION OF ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.**

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 THE URL, USE OF THE WEBSITE, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

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 Sweepstakes Entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software or any 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.
- 10. GOVERNING LAW; DISPUTES:** By entering the Sweepstakes, each Entrant who is a legal resident of the US 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 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. POSTING TERMS AND PRIVACY:** By entering in this Sweepstakes, each Entrant will be sharing his/her personal information with Sponsor, only for the purposes of entering in this Sweepstakes, or if the Entrant elects to opt-in to receive electronic communications from Sponsor. Entrants and the Prize winner acknowledge and agree that Sponsor is granted the right to publish the name of the Prize winner in a Winners List in accordance with Section 12 of these Official Rules. By entering in this Sweepstakes, each Entrant agrees to Sponsor's or its authorized representatives use of his/her 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 name of the Prize winner, send a separate self-addressed, sufficiently stamped envelope to: Pennzoil Mustang RTR Sweepstakes Winner List, Offer #O1819, P.O. Box 809004, Houston, TX 77280. Requests must be received by February 28, 2020. Limit one request per person and household.
- 13. GENERAL:** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Sponsor reserves the right to terminate, rescind, or modify this Sweepstakes at any time in whole and in part without prior notice. By entering in the Sweepstakes or accepting the Prize, Entrants and Prize winner agree to be bound by these Official Rules and the decisions of Sponsor or its authorized representative, 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.

All trademarks are the property of their respective owners.

Ford Mustang is a registered trademark of Ford Motor Company, which is not a sponsor of nor otherwise affiliated or associated with this Sweepstakes.

Visa is not a sponsor of nor otherwise affiliated or associated with this Sweepstakes.

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