

Valvoline™ Drives Reward Game

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. WHO CAN PARTICIPATE. The Valvoline™ Drives Reward Game ("**Game**") is open only to individual legal residents of the fifty (50) United States and Washington, District of Columbia, who (i) are at least age eighteen (18) at the time of entry and (ii) have a Valvoline Drives account ("**Drives Account**", as described in Rule 3 below). Please note that select Preferred Installers may only accept prizes redeemed via mobile device (as defined below). The Game is not open to employees and their immediate family (i.e., spouse, parent, child or sibling and their respective spouses or "step" family) and household members of Valvoline LLC ("**Sponsor**"), Promotion Fulfillment Center ("**Administrator**"), Preferred Installers (defined in Rule 4 below) and each of their respective subsidiaries, affiliates, agents and advertising and promotional agencies.

2. WHEN TO PARTICIPATE. The Game begins on February 1, 2019 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on the earlier of December 31, 2019 at 11:59:59 p.m. ET or when available prizes are awarded ("**Game Period**"). Administrator's computer is the official time keeping device for the Game.

3. HOW TO CREATE A DRIVES ACCOUNT. When you visit www.valvolinedrives.com ("**Site**"), follow the on-screen instructions to create a Drives Account. Creating a Drives Account is free. Information collected in connection with the Game and Drives Accounts is subject to Sponsor's Privacy Policy available at <http://www.valvoline.com/privacy-policy>. By registering a Drives Account or otherwise using the Site, you further agree to Sponsor's Terms of Use available at <https://www.valvoline.com/terms-of-use>. If the Terms of Use and these Official Rules conflict, then these Official Rules apply to the extent of the inconsistency.

4. HOW TO PLAY THE GAME. You can play the Game two ways:

(A) With a Game Card: Obtain an official game card ("**Game Card**") at your local participating service location (*but not a Valvoline Instant Oil Change or other Valvoline Service Center location*) that uses Valvoline™ oil ("**Preferred Installer**"). Follow the instructions on the Game Card to remove the tab and reveal your official code ("**Game Code**"). Then, visit the Site and follow the onscreen instructions to enter your Game Code. The Preferred Installer that provides the Game Card to you is automatically recorded as the service location where you can redeem any prize awarded. After you enter your Game Code, an on-screen message will tell you the prize that you won. (If you did not create a Drives Account before you enter your Game Code, you must create a Drives Account prior to proceeding.) Once you have completed all required steps and provided all requested information, your prize will appear in "Prizes" section of your Drives Account within 48 hours.

(B) Without a Game Card: Visit the Site and follow the onscreen instructions to log in to your Drives Account. After you log in, follow the on-screen instructions to play the Game. An on-screen message will tell you the prize that you won. Either before you are awarded a prize or after, you must select a Preferred Installer, i.e., the service location where you can redeem any prize awarded. Once you have completed all required steps and provided all requested information, your prize will appear in "Prizes" section of your Drives Account within 48 hours.

Redemption of the prize is subject to verification of compliance with these Official Rules.

If you play the Game using a mobile device, message and data charges may apply.

LIMIT: One Game play per 90-day period during the Game Period (first 90-day period begins on the date the first prize is awarded; second 90-day period begins on the date the second prize is awarded and so on until the end of the Game Period). The number of Game plays you receive depends on when your first prize is awarded after the start of the Game Period. Sponsor reserves the right to disqualify any participant who circumvents (or attempts to circumvent) the prize limit by using multiple email addresses or other contact information to create more than one Drives Account. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete or invalid Drives Account registrations or Game plays or communications about the Game or Drives Account. In the event of a dispute about any Drives Account registration or Game play, the authorized account holder of the email address associated with the Drives Account used to participate is deemed the participant. (The “authorized account holder” of an email address is the natural person assigned an email address by the organization responsible for assigning email addresses for the domain associated with the email address.)

5. USING TEXT MESSAGING TO PARTICIPATE. If you send a text message containing the keyword DRIVES to 59948 during the Game Period, you will receive one (1) reply text message that contains a link to the Site. If you click on the link, you can play the Game with or without a Game Card as described in Rule 4 above. MESSAGE & DATA RATES MAY APPLY. By using a text message to participate, you consent to receiving text messages related to the Game via an automated system. You must have a wireless mobile device that is capable of two-way SMS messaging through participating mobile service providers. TO OPT-OUT OR STOP RECEIVING TEXT MESSAGES ABOUT THE GAME, SEND A TEXT MESSAGE WITH THE KEYWORD STOP TO 59948. FOR ASSISTANCE, SEND A TEXT MESSAGE WITH THE KEYWORD HELP TO 59948 OR CALL 800-840-2495. IF YOU MISTAKENLY OPT-OUT AND YOU WOULD LIKE TO OPT BACK IN, SEND A TEXT WITH THE KEYWORD START TO 59948. Your consent to receiving automated text messages is not required for purchase of goods or services. By sending a text message, you represent that you are the owner of (or have permission to use) the mobile telephone number and mobile device from which you send the first text message. Text message services for the Game are provided on an “as is” basis, may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Participating mobile service providers include: AT&T, Verizon Wireless, Sprint, and T-Mobile USA, Aio Wireless, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Boost Mobile, Carolina West Wireless, CellCom, Cellular One of East Central IL (ECIT), Cellular One of Northeast Arizona, Cellular One of Northeast Pennsylvania, Chariton Valley Cellular, Cricket, Coral Wireless (Mobi PCS), Cross, C-Spire (CellSouth), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Google Voice, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Metro PCS, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Panhandle Communications, Peoples Wireless, Pine Cellular, Pioneer, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, Simmetry (TMP Corporation), SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United Wireless, U.S. Cellular, Viaero Wireless, Virgin Mobile, and West Central (WCC or 5 Star Wireless). Other carriers may be added from time to time.

6. HOW WINNERS ARE DETERMINED; PRIZE DELIVERY. The Game offers one hundred twenty-one thousand two hundred (121,200) random, computer-generated ‘winning times’, one winning time for each prize listed in Rule 7 below. Winners are determined randomly based on the time of Game play and the Preferred Installer associated with the participant’s Drives Account. The first participant to play the Game on or after a randomly-generated winning time wins the prize indicated, subject to verification of compliance with these Official Rules. Prizes are posted in the “Prizes” section of winners’ Drives Accounts within forty-eight (48) hours after winning messages are displayed on-screen. **Select Preferred Installers may only accept prizes redeemed via mobile device.** Each prize won can be used only for a future visit to the winner’s Preferred Installer. Odds of winning a particular prize depend on the number of participants and the date and time of participation.

7. PRIZES.

Prize Description and Retail Value	Number of Prizes
Coupon for \$7 Off of Premium Oil Change	45,000
Coupon for \$10 Off of Premium Oil Change	25,000
Coupon for \$15 Off of Premium Oil Change	25,000
Coupon for \$20 Off of Premium Oil Change	15,000
Coupon for \$15 Off of Valvoline Brand Wipers	5,000
Coupon for \$25 Off of VPS Powerline Service	1,000
Coupon for \$10 Off of Valvoline VPS Product/Service	4,000
Coupon for One (1) Free Valvoline Premium Oil Change *	1,200

* Maximum retail value is \$100. Free Oil Change coupon is valid only for up to five (5) quarts of High Mileage with MaxLife Technology, Full Synthetic and Full Synthetic High Mileage with MaxLife Technology brand oil, labor for oil change and oil filter.

PRIZES ARE REDEEMABLE ONLY FOR PRODUCTS OR SERVICES AT THE PREFERRED INSTALLER ASSOCIATED WITH THE DRIVES ACCOUNT.

Total Approximate Retail Value (“ARV”) of all Prizes: US \$1,500,000. All prize details are determined by Sponsor in its sole discretion. Each coupon expires 180 days after the date on which the coupon is issued to the winner's Drives Account. Additional standard terms and conditions printed on coupons also apply. Prizes are not exchangeable for cash equivalent and are not transferable. Sponsor reserves the right to substitute any prize for a prize of equal or greater value but no other substitution is permitted. Winners are responsible for all taxes and fees associated with receipt and/or use of prizes. Sponsor is responsible only for prize delivery and is not responsible for prize utility to winners. Sponsor may elect, in its sole discretion, to award any prize won by a minor to the minor's parent or legal guardian. ALL PRIZES ARE AWARDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, Sponsor is obligated to award only the number of prizes stated above. If the number of prize claims for any prize level is greater than the number of prizes stated above for the prize level, winners for the stated number of prizes will be selected in a random drawing from among all verified prize claims received for such prize level. Unclaimed prizes will not be awarded.

8. HOW WINNERS ARE VERIFIED. WINNERS ARE SUBJECT TO VERIFICATION OF COMPLIANCE WITH THESE OFFICIAL RULES. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY IS VERIFIED. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play or prize awarded after the Site has failed for any reason (as determined by Administrator) is void. If a potential winner does not redeem a prize or fails to provide any requested information within the required time period (if applicable) or if any communication is returned as undeliverable (as applicable), the potential winner forfeits the prize. Administrator's or Sponsor's decisions about the operation of the Game and winner verification are final and binding.

9. PARTICIPANT AGREEMENT AND RELEASE. BY PARTICIPATING IN THIS GAME:

- YOU WARRANT TO SPONSOR THAT YOU MEET THE ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES.
- YOU PROVIDE YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GAME.
- YOU AGREE THAT ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION,

VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, YOUR RIGHTS AND OBLIGATIONS, OR THE RIGHTS AND OBLIGATIONS OF THE SPONSOR IN CONNECTION WITH THE GAME, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF STATE OF KENTUCKY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES.

- EXCEPT WHERE PROHIBITED, YOU AGREE THAT: (i) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GAME OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY A STATE OR FEDERAL COURT IN STATE OF KENTUCKY; (ii) YOU HEREBY WAIVE ALL RIGHTS TO CLAIM INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES, AND TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (iii) ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS GAME (BUT NOT ATTORNEYS' FEES).
- YOU RELEASE AND HOLD HARMLESS SPONSOR, ADMINISTRATOR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS AND ADVERTISING AND PROMOTIONAL AGENCIES AND THE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNS OF EACH (COLLECTIVELY, "**GAME PARTIES**") FROM ANY DAMAGE, PHYSICAL HARM, INJURY, LOSS OR LIABILITY, IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, ARISING FROM OR RELATED TO PARTICIPATION IN THIS GAME OR THE ACCEPTANCE, USE OR MISUSE OF A PRIZE.
- BY ACCEPTING A PRIZE, YOU AGREE TO USE OF YOUR NAME, ADDRESS, LIKENESS AND/OR PRIZE INFORMATION FOR PROMOTIONAL PURPOSES (INCLUDING THE WINNERS LIST) IN ANY MEDIUM WITHOUT ADDITIONAL COMPENSATION TO THE EXTENT PERMITTED BY LAW. ANY USE OF A MINOR'S NAME, ADDRESS, LIKENESS AND/OR PRIZE INFORMATION FOR PROMOTIONAL PURPOSES IS SUBJECT TO THE PRIOR APPROVAL OF THE MINOR'S PARENT OR LEGAL GUARDIAN.

CALIFORNIA RESIDENTS: BY PARTICIPATING IN THIS GAME, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. GENERAL TERMS: This Game is void outside the fifty (50) United States and Washington, D.C. and where prohibited, restricted or taxed. All applicable federal, state and local laws and regulations apply to this Game. The Game Parties are not responsible for: late, lost, incomplete, undeliverable, misaddressed or misdirected entries, mail, email or other communications; errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices and their settings or transmission lines; data corruption, theft or destruction; or unauthorized access to or alteration or loss of Game-related information or materials. Sponsor reserves the right to restrict participation from any IP or MAC address or device if suspicious activity is detected or suspected. Sponsor assumes no responsibility for undeliverable emails, text messages or other electronic communications resulting from any form of active or passive filtering by a participant's Internet service provider or other service provider, or for any acts or omissions of a participant or third party. The Game Parties disclaim any liability for damage to any computer system or mobile device resulting from participation in, or accessing or downloading information in connection with, this Game. Sponsor reserves the right, in its sole discretion, to modify, terminate or suspend this Game if for any reason this Game cannot be conducted as designed or intended. If Sponsor modifies, terminates or suspends this Game, Sponsor will post a notice on the Site and, if time and circumstances allow, determine procedures for awarding the prizes. Sponsor reserves the right, in its sole discretion, to disqualify any participant

from this Game or any other promotion conducted by Sponsor or any of its affiliates if his or her fraud or misconduct disrupts the intended execution of this Game. Sponsor also reserves the right to correct errors or inconsistencies in promotional materials or in the announcement of prizes. If Game-related promotional materials and these Official Rules conflict or are inconsistent, then the Official Rules shall govern with respect to this Game. **CAUTION:** ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS GAME IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

11. CONSENT TO MARKETING: Your participation in the Game constitutes permission for Sponsor to use any information submitted or collected in connection with this Game, including your mailing address, telephone number, email address or any other identifying information, for Sponsor's marketing purposes. Your information will be treated and used consistent with Sponsor's Privacy Policy (<http://www.valvoline.com/privacy-policy>). You may opt-out of receiving marketing communications as set forth in the Privacy Policy or as provided within marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

12. WINNER LIST: For a list of participants who won prizes valued at \$25 or more, please send an email to winnerslist@pfcfulfills.com with "40795 Winners" as the subject line. Winner list requests must be received no later than January 31, 2020. The winner list will be sent after all prizes are awarded. (For protection of winners' privacy, the winner list will include first name, first initial of last name and state of residence only.)

Sponsor: Valvoline LLC, 100 Valvoline Way, Lexington, KY 40509.

Administrator: Promotion Fulfillment Center, 311 21st St., Camanche, IA 52730.

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