NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID IN ALL JURISDICTIONS AND TERRITORIES EXCEPT THE PROVINCE OF ONTARIO, CANADA.

WINNERS WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSORS (DEFINED BELOW) ACCORDING TO THE NOTICE(S) FROM SPONSORS OR PRIZE MAY BE FORFEITED (IN SPONSORS' SOLE DISCRETION). WINNER INFORMATION MAY BE USED FOR PROMOTIONAL OR MARKETING PURPOSES.

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSORS FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- **1. SWEEPSTAKES DESCRIPTION**: The Jiffy Lube Ontario "Pennzoil® VIP Indy Race Experience" (the "Sweepstakes") is sponsored by QLO Management Inc. and JL Management Group Inc. (collectively the "Sponsors"). The Sweepstakes begins at 12:00:00 a.m. (midnight) Eastern Time ("ET") on May 16, 2016 and ends at 11:59:59 p.m. ET on June 12, 2016 (the "Sweepstakes Period"). If you enter during the Sweepstakes Period, you will be entered into the Grand Prize Drawing (defined below). Individuals who participate in this Sweepstakes (each an "Entrant") agree to the Official Rules and the decisions of the Sponsors which shall be final in all matters relating to the Sweepstakes. All time references in these Official Rules are Eastern Time.
- 2. ELIGIBILITY: The Sweepstakes is open to legal residents of the Province of Ontario, Canada, who are eighteen (18) years of age or older at the time of entry and who hold a valid driver's license. Entrants must be an AIR MILES®† Collector, ("AIR MILES Collector") (AIR MILES Reward Miles are collectively referred to in these Official Rules as "Rewards") at the time of entry. In Canada, the AIR MILES Reward Program is owned and operated by LoyaltyOne, Co., and enrollment is free and available at www.airmiles.ca via a computer or a web-enabled digital device (smartphone or tablet); by enrolling to become an AIR MILES Collector, you agree to be bound by the terms and conditions of the AIR MILES Reward Program as amended from time to time. Employees of the Sponsors and Shell Canada Products (as a prize sponsor) and each of their respective member companies, parent companies, subsidiaries or affiliates or a Sponsors' wholesaler or retailer (including the wholesalers and retailers themselves), their respective advertising, promotional and fulfillment agencies (collectively the "Released Parties"), members of any such employee's immediate family (regardless of where such family members live) and persons with whom such employees reside (whether related or not) are ineligible to enter or win. "Immediate family" is defined as (a) spouses or domestic partners and (b) natural, step, foster, in-law or adoptive parents, siblings and children and their respective spouses and domestic partners. Entrants must also have a valid email address to participate. Illegible or incomplete entries will be disgualified. With respect to any potential winning entry, the potential winner may be required to provide proof that he or she is the authorized holder of the email address associated with the entry. "Authorized holder of the email" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational

institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

- 3. HOW TO ENTER: Visit www.jiffylubeontario.com/indy-race/ for the Entry Form. On the Entry Form you will be asked to provide your full legal name, telephone number and a valid email address. Each entry will be time stamped. Sponsors' assignment of time stamps to any entry will be final. In the event a dispute regarding the identity of the individual who actually participated in the Sweepstakes cannot be resolved to Sponsors' satisfaction, the affected individual's entry, will be deemed ineligible. The Released Parties (as defined below) shall not be responsible for incorrect or inaccurate entry information whether caused by Entrant, Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Released Parties (as defined below) assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to or alteration of entries. Entries must be received through the method described above by the applicable deadline and in strict accordance with the instructions and restrictions indicated on the website (www.jiffylubeontario.com/indy-race/) and in these Official Rules. Entries may not be made jointly or by any group and may only be made by an individual. One entry per person. If an Entrant follows Jiffy Lube on Twitter at @JiffyLubeON they will receive one additional entry. Those who do not follow all of the instructions, provide the required information in their entry or abide by these Official Rules will be disqualified. Entries submitted on your behalf by any other individual, by you on behalf of another, or by any entity, and entries originating at any online service other than the website (www.jiffylubeontario.com/indy-race/), including, without limitation, any commercial promotion subscription, notification and/or entering service, will be declared invalid and disqualified for this Sweepstakes. As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsors or their representatives to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules.
- 4. PRIZES/ODDS Of Winning: There are two prizes available to be won. The first prize (the "2016 Honda Indy Toronto Race Experience Prize" or "Grand Prize") is a Grand Prize for six guests on July 17, 2016. The Grand Prize consists of: tours of Penske Hauler and Team Paddock; communication with guests pre-race to assist with travel and parking; a driver meetand-greet; \$1,000 CAD dollars; one photo with a Penske IndyCar driver for six guests. The second prize (the "AIR MILES Reward Miles Prize" or "Second Prize") available to be won, consisting solely of Bonus Card worth 5,000 MILES Reward Miles awarded to the winner's Collector account. To deposit your reward miles into your AIR MILES Collector Account, visit airmiles.ca/deposit. The two prizes noted above are subject to availability and and may be substituted for prizes of equal or greater value at Sponsors' sole discretion. Any applicable taxes (including federal, provincial and local sales and income taxes) and all other costs and expenses associated with acceptance and use of the prize and not specified herein as being awarded as part of the prize (including, without limitation, registration, title, license fees, destination charges and insurance) are solely the applicable winner's responsibility. Odds of winning will depend on the total number of eligible entries received before Sweepstakes closes and number of entrants who follow Jiffy Lube Ontario on Twitter. Entrants that follow Jiffy Lube on Twitter will have a greater chance of winning.

The approximate retail value ("ARV") of the Honda Indy Race Experience (the "2016 Honda Indy Toronto Race Experience Prize") is \$3,050.

The approximate retail value ("ARV") of AIR MILES reward miles depends on the chosen method of redemption, available reward options at the time of redemption, and the set preference between AIR MILES Cash and AIR MILES Dream balances. If redeemed with AIR MILES Cash, 95 reward miles can be redeemed in-store for \$10 towards purchases at participating AIR MILES Sponsors or 95 reward miles can be redeemed online for eVouchers for \$10 worth of value at participating Reward Partners. If redeemed for flights (1,200 reward mile minimum required for flight redemption), value depends on destination chosen, date of travel and use of multiple carriers or suppliers. For example, one return economy flight in low season departure from Toronto, Ontario to Winnipeg, Manitoba is 2,000 AIR MILES reward miles and has an approximate value of \$525.00 (Canadian) excluding taxes. Winner must pay applicable taxes, related transportation fees, governmental levies, excess baggage and other non-ticket costs. The value of AIR MILES reward miles redeemed for non-flight reward options depends on reward options in effect at the time of redemption. AIR MILES reward miles are subject to the terms and conditions of the AIR MILES Reward Program as amended from time to time. AIR MILES reward miles prize is not transferable or convertible to cash and must be accepted as awarded. Contest Sponsor reserves the right to substitute any prizes of equal or greater value, including cash. To ensure that winners receive their Prize in their preferred balance, each winner should ensure his/her balance preferences (Cash Miles balance and Dream Miles balance) are set as desired prior to the Prize being posted in his/her Collector Account.

The Released Parties (as defined below) are not responsible for, and no winner will receive, the difference between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or materials. All travel and transportation costs associated with collecting the prize will be the sole responsibility of each winner. Entrants waive the right to assert, as a cost of winning a prize, any and all costs of verification and any liability and publicity which might arise from claiming or seeking to claim said prize.

All prize details not specified in these Official Rules will be determined by Sponsors in their sole discretion. Each winner may be issued applicable tax forms for the actual value of his or her prize. No more than the stated prizes will be awarded. Sponsors will not replace any lost, mutilated or stolen prize component or any prize component that is undeliverable or does not reach winner because of an incorrect or changed address. If Sponsors determine at any time in their sole discretion that a winner or potential winner is disqualified, ineligible or in violation of these Official Rules, Sponsors reserve the right to disqualify that person and may select an alternate winner, even if the disqualified potential winner's name may have been shown or announced. Sponsors will not have any responsibility for any potential winner's inability to accept a prize for any reason. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsors will have no further obligation with respect to that prize or portion of the prize. Sponsors reserve the right to substitute any prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including unavailability of the stated prize. Sponsors further reserve the right to extend or delay delivery of a prize in the event of scarcity due to limited production or unavailability for any other reason.

5. WINNER SELECTION: A draw will be conducted at approximately 11:00:00 a.m. ET at 562 Wellington Street London, Ontario, Canada on June 17, 2016 from all eligible entries received throughout the Sweepstakes Period. Sponsors or their designated representatives will select one (1) potential winner (subject to verification) ("Grand Prize Winner"), one (1) additional prize winner ("Second Prize Winner") and three (3) alternate potential winners. The order the three (3)

potential winners are selected will further be recorded with each earlier potential winner taking precedence over the other(s) in the case an alternative winner(s) is required (see section 6). The Grand Prize Winner may choose between receiving the "2016 Honda Indy Toronto Race Experience Prize" or the "AIR MILES Reward Miles Prize". The Second Prize Winner will be will be offered the remaining prize that the Grand Prize Winner didn't choose by default – either the "2016 Honda Indy Toronto Race Experience Prize" or the "AIR MILES Reward Miles Prize".

- 6. WINNER NOTIFICATION: The potential winners will be notified by email (or by another method at the Sponsors' discretion) using current contact information associated with the information the Entrant provided on the Entry Form. The Sponsors or their designated representatives will attempt to notify any potential winners within three (3) business days of the applicable drawing. The Sponsors shall have no liability if a winner notification is lost, intercepted or not received by the potential winner for any reason. If a potential winner does not respond within five (5) business days of the first notification attempt, or if, despite reasonable efforts, the prize notification is returned as unclaimed or undeliverable to the potential winner, the potential winner will be disqualified, will forfeit his or her prize and the next alternative potential winner as defined in section 5 will be chosen. If a potential winner is found to be ineligible for any reason, he or she will be disqualified and will not be eligible to receive a prize, and the next alternative potential winner as defined in section 5 will be chosen. A potential winner must complete and sign the Sponsors' Declaration and Release Form and present any other documents required by Sponsors (e.g., current valid driver's license or government ID) (collectively, the "Prize Claim Documents") in the form provided and/or required by Sponsors without revision in order to be declared a winner. Additionally, before any potential winner of a prize can be declared a winner, subject to the provisions of these Official Rules, he or she must first correctly answer the Sponsors' mathematical skill-testing question without assistance of any kind, whether electronic, mechanical or other. This skill-testing question will be contained within the Prize Claim Documents. The executed Prize Claim Documents must be received by the Sponsors or their designated representative in accordance with Sponsors' instructions within five (5) business days of Sponsors' sending the Prize Claim Documents to the potential winner (or other time frame as stated in the Prize Claim Documents) along with any other documentation that the Sponsors may require, or the potential winner may be disqualified at the sole discretion of the Sponsors and if this were to occur, the next alternative potential winner as defined in section 5 will be chosen. Sponsors reserve the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The prize claim and Prize Claim Documents are subject to verification by Sponsors. Sponsors will not be obligated to pursue more than three (3) alternate potential winners for any prize for any reason.
- **7. CLAIMING PRIZE:** For the "VIP Indy Race Experience Prize", printed Verizon IndyCar Series admission tickets and Lubricants VIP Experience passes will be sent via mail to the confirmed winner within two (2) weeks from the date the winner is officially notified. To ensure that the confirmed winner receives the Grand Prize, the winner should ensure his or her physical address is provided (no P.O. box).

For the "AIR MILES Reward Miles Prize", a deposit code and security code will be sent via electronic mail to the confirmed winner within two (2) weeks from the date the winner is officially notified. The confirmed winner will be able to enter the given deposit code and security code at airmiles.ca/deposit in order to deposit the Reward Miles directly into the AIR MILES Collector Account. To ensure that the confirmed winner receives the Second Prize in his or her preferred balance, winner should ensure his or her balance preferences (AIR MILES Cash balance and

AIR MILES Dream balance) are set as desired prior to the Prize being posted in his/her Collector Account.

8. GENERAL: No responsibility is assumed by QLO Management Inc., JL Management Group Inc., Shell Canada Products, or LoyaltyOne, Co. (the "Released Parties") for any inability of a potential Entrant to successfully enter the Sweepstakes for any reason. Acceptance of a prize constitutes a winner's permission for Sponsors and their designees to use the winner's name, photograph, likeness, voice, biographical information, statements and address (city and province) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or the opportunity to review or approve any such use, and as may be edited in the Sponsors' sole discretion, unless prohibited by law. By entering the Sweepstakes, Entrants agree (a) to abide and be bound by these Official Rules and the decisions of the Sponsors with respect to all aspects of the Sweepstakes; (b) to abide by the AIR MILES program Terms and Conditions if the AIR MILES Reward Program. Additionally, Entrants agree that the Released Parties (a) shall not be responsible or liable for, and are hereby released, held harmless and indemnified by Entrant from any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity (including, without limitation, travel, participating in the prize, etc.), or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, condition, representation or guarantee, express or implied, in fact or in law, with respect to any prize/reward, including, without limitation, to such prize's quality, merchantability or fitness for a particular purpose. The Released Parties assume no responsibility for any damage to an Entrant's or any other person's computer system or wireless phone which is occasioned by accessing the website used for this Sweepstakes or otherwise participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsors are not responsible for incomplete, illegible, misdirected, misprinted, late, postage-due, lost, damaged or stolen entries, email, mail, prize notifications or other Sweepstakes-related correspondence; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites or other connections; or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or for unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes, or the failure to capture any information. The Sponsors reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the website, to be acting in violation of these Official Rules, to be acting in violation of the Terms and Conditions of the AIR MILES Reward Program if applicable, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and the Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated, multiple Twitter account entries or other automated multiple entries will be accepted, and no Released Party will have any responsibility or liability for any such illegitimate entries or any entries submitted in excess of the limit stated in these Official Rules. The Sponsors reserve the right to modify, extend, suspend or terminate the Sweepstakes if they determine or suspect, in their sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes. In the event that the Sponsors are prevented from awarding any prize or continuing with the Sweepstakes as contemplated herein by any event beyond their control, the Sponsors shall have the right to modify, suspend or terminate the Sweepstakes. If the Sweepstakes is terminated or suspended before the end of the Sweepstakes Period, notice thereof will be posted on the website and the Sponsors will (if possible) select winners in a random drawing from all eligible, non-suspect entries received before the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsors reserve the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsors' failure to insist upon or enforce strict performance of any provision of these Official Rules shall not be construed as a waiver of any provision or right. No waiver of any term or condition of these Official Rules shall be deemed a further or continuing waiver of such term or condition or any other term or condition. In the event of an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, it will be resolved by Sponsors' in their sole discretion.

Released Parties are not responsible for lost, incomplete, illegible, late, postage-due, misdirected, stolen, inaccurate or mutilated entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Sweepstakes, including without limitation, errors or problems which may occur in connection with the administration of this Sweepstakes, the processing of entries, the announcement of the winners or prizes, or in these Official Rules, in any Sweepstakes-related advertisements or other materials; or for inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, human processing error or otherwise. Sponsors reserve the right, in their sole discretion, to void any and all entries of an Entrant (and disqualify him or her) who Sponsors believe has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes. Sponsors reserve the right to restrict or void mail-in entries or participation if any suspicious entry and/or participation is detected. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsors, Entrant's sole remedy is another entry in the Sweepstakes. All entries become the permanent property of the Sponsors and none will be returned. No correspondence will be entered into except with the selected potential winners. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email or voicemail inbox to receive email or voicemail messages.

9. **GOVERNING LAW/DISPUTES**: All disputes, issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants or Sponsors in connection with the Sweepstakes, shall be governed by the laws of the Province of Ontario and federal laws of Canada applicable therein, and such Entrants shall irrevocably submit to the exclusive jurisdiction of the courts of the City of Waterloo in respect of any claim or matter arising under or in connection with the Sweepstakes or these Official Rules, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state, province or jurisdiction's laws.

Except where prohibited by law, as a condition of participating in the Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between Entrant and any Released Party and any claims or causes of action arising out of or connected with this Sweepstakes, any prize awarded or the determination of any winner, must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, and Entrant further waives all rights to have damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING LIMITATION MAY NOT APPLY TO ALL ENTRANTS WHERE PROHIBITED BY LAW.

- **10. PRIVACY**: Personal information collected from Entrants will be used by the Released Parties to administer and fulfill the Sweepstakes prizes and, if consent is given, to provide the Entrants with information regarding promotions and/or events from the Sponsors and Released Parties. If an Entrant elected to receive marketing communications from the Sponsors, any such Entrant can opt out at any time by following the unsubscribe instructions at the bottom of any Commercial Electronic Message received from Sponsors. Please note that enrollment in the AIR MILES Reward Program includes agreement and consent to such program's own Privacy Policy. AIR MILES' Privacy Policy is available here: www.airmiles.ca/arrow/PrivacyPolicy.
- **11. WINNERS' LIST/RULES**: Upon the conclusion of the Sweepstakes, the winner's information will be available on the Sweepstakes page online at www.jiffylubeontario.com/-indy-race/ and a link to these Official Rules will be available from www.jiffylubeontario.com/indy-race/ during the Sweepstakes Period. A winners' list will also be available if you mail a self-addressed, stamped envelope for receipt by September 12, 2016 to: QLO Management Inc., 130 Dearborn Place Waterloo, ON N2J 4N5. Canada residents may omit return postage.
- **12. SPONSORS**: The contest is managed by tbk Creative on behalf of QLO Management Inc and JL Management Group., 562 Wellington Road London, Ontario, N6A 3R5. LoyaltyOne, Co. is in no way connected to the management of this contest.

No coupon required on Air Miles® Reward Miles*. Details in store. Offer subject to change without notice. ^{⊚†™†} Trademarks of AIR MILES®† International Trading B.V. Used under license by LoyaltyOne, Co. and Shell Canada Products. Used under license. Pennzoil® Trade-marks are owned by Pennzoil-Quaker State Company. Used under license. Trade-mark of Pennzoil-Quaker State Company. Used under license. © Shell Canada Products 2016. All rights reserved. Jiffy Lube trade-marks are owned by Jiffy Lube International, Inc. Used under license. Jiffy Lube® and the Jiffy Lube® design mark are registered trademarks of Jiffy Lube® International, Inc. 1033617CA. Used under license. Jiffy Lube service centres are independently owned and operated. Promotion and terms subject to change.