

Valvoline™ Drives Official Rules

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

If you request the Instant Win Game URL via text messaging, you will receive one (1) text message in response to your request from an automated system. If you submit a receipt via text messaging, you will receive two (2) text messages in response to your request from an automated system. Consent is not required to buy goods and services. Text **STOP** to 30364 opt out. Text **HELP** to 30364 for information. **Message and data rates apply.** You may not be able to participate by text messages through all wireless carriers. See list of currently participating wireless carriers below.

1. Eligibility: Valvoline™ Drives (the "Instant Win Game") is open only to legal residents of the United States including the District of Columbia who are at least sixteen (16) years old at the time of entry. Employees of Valvoline LLC ("Sponsor"), Promotion Fulfillment Center, and HelloWorld, Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, life partners, parents, siblings and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon eligibility and fulfilling all requirements set forth herein.

2. Sponsor: Valvoline LLC, 100 Valvoline Way Lexington, KY 40509. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Instant Win Game begins on February 1, 2018 at 12:00 a.m. Eastern Time ("ET") and ends on December 31, 2018 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Instant Win Game.

4. How to Enter: During the Promotion Period, obtain a keyword at your local participating service location that uses Valvoline™ oil, or available upon request from a participating service advisor that also is employed by a participating service location that uses Valvoline™ oil. Your keyword will be specific to your location ("Location"). Then, visit www.valvolinedrives.com (the "Website")* and follow the links and instructions to complete and submit the registration form, including your keyword and a valid email address. Once you submit the form and your keyword is validated, you will automatically receive one (1) Instant Win Game play for that day and proceed to the Instant Win Game page. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

*If you request the Instant Win Game URL via text-messaging, you will receive one (1) text message in response to your request from an automated system. **Message and data rates may apply.** Text **STOP** to 30364 to opt out. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. Participating carriers include: AT&T (+FTEU), ACS Wireless, Appalachian Wireless, Bluegrass, Boost (+FTEU), Breakaway Wireless, Cable Vision, Carolina West Wireless, Cellcom, CellOne Nation, Cellular One of AZ, Chariton Valley Wireless, Chat Mobility, ClearTalk Wireless, Copper Valley, Cricket Wireless, C-Spire, CTC Wireless, CTCI, DTC Wireless, Duet IP, ECIT (Cellular One of East Central Illinois), Enflick, Epic Touch, Farmers Mutual Telephone, GCI (Alaska DigiTel), Illinois Valley Cellular, Inland Cellular, iWireless, Layered Communications, Layered Communications, Leaco Rural Telephone, Leaco Rural Telephone, Limitless Mobile, MetroPCS (+FTEU), Mid Rivers Communications, Mobi PCS, Mobile Nation, Mosaic, MTA, Nermont Sagebrush, Nex-Tech, NNTC Wireless, NorthWest Missouri Cellular, nTelos, Peoples Wireless, Pine Cellular, Pioneer Cellular, Plateu Wireless, PTCl, Republic Wireless, Silver Star, Snake River PCS, South Central Communications, SouthernLINC Wireless, Sprint (+FTEU), SRT

Wireless, Syringa Wireless, Thumb Cellular, T-Mobile (+FTEU), U.S. Cellular, Union Wireless, United Wireless, Verizon Wireless (+FTEU), Viaero Wireless, and Virgin Mobile (+FTEU). Other carriers that may be added from time to time. Consent is not required to buy goods and services. To view the Sponsor's Privacy Policy, visit <http://www.valvoline.com/privacy-policy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Entry Limit: Each entrant may receive one (1) play per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" of an email address, is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Bonus Plays: There are four (4) ways to earn bonus Instant Win Game plays, as outlined below:

- a. **Watch Video:** Follow the links and instructions to watch an available video. By doing so, you will receive one (1) bonus Instant Win Game play. Limit: Each entrant may receive one (1) bonus play per unique video watched during the Promotion Period.
- b. **Share on Twitter:** Follow the links and instructions to click on the tweet button to tweet the prepopulated message on Twitter. You will receive one (1) bonus Instant Win Game play. Limit: Each entrant may receive one (1) bonus play during the Promotion Period.
- c. **Facebook Referral:** Follow the links and instructions to share the Instant Win Game on your Facebook timeline. The post will contain a unique link to the Instant Win Game. For each friend that registers for the Promotion through the unique link you posted, you will earn one (1) bonus Instant Win Game play during the Promotion Period.
- d. **Tell A Friend Program:** Each day you will be able to invite up to three (3) friends by submitting their names and email addresses. Each person that you refer must be a legal resident of the United States including the District of Columbia and at least sixteen (16) years old at the time of entry. Each person that you refer will receive an email notifying him or her about the Instant Win Game. Regardless of the number of referrals of up to three (3) friends with valid email addresses, per day, you will receive one (1) bonus Instant Win Game play. You may only refer persons with whom you have an existing relationship. Limit: Each entrant may receive one (1) bonus play per day during the Promotion Period.

5. How to Receive Coupons: Once you register for the Instant Win Game, you will receive a coupon in the registration confirmation email good for \$7.50 off a Full Synthetic or MaxLife™ oil change at your selected Location (the "Registration Offer"). Limit: One (1) Registration Offer per entrant during the Promotion Period.

During the Promotion Period, visit your Location and purchase a Full Synthetic or MaxLife™ oil change for your vehicle. Be sure to keep your receipt and take a photo of your receipt. The receipt photo must be clear and legible, include the purchase date and time, and show the oil change purchase, the oil change price and total amount spent on the receipt. Then, during the Promotion Period, either visit the Website and follow the links and instructions to upload your receipt or follow the prompts on the Website to opt-in to submit your receipt via text-messaging and respond to the text message prompt(s) to MMS the photo of your receipt**. Once your receipt has been validated and approved, you will receive a coupon, as outlined below. Coupons may not be combined. Limit: One (1) coupon per oil change at your selected

Location.

Approved Receipt	Value of Coupon/Offer
First approved receipt of a Full Synthetic or MaxLife™ oil change purchase	A coupon good for \$10.00 off a Full Synthetic or MaxLife™ oil change at your selected Location. Limit one coupon per oil change.
Second approved receipt of a Full Synthetic or MaxLife™ oil change purchase	A coupon good for \$12.50 off a Full Synthetic or MaxLife™ oil change at your selected Location Limit one coupon per oil change.
Third approved receipt of a Full Synthetic or MaxLife™ oil change purchase	A coupon good for \$15.00 off a Full Synthetic or MaxLife™ oil change at your selected Location Limit one coupon per oil change.
Fourth approved receipt of a Full Synthetic or MaxLife™ oil change purchase	A Bluetooth speaker (“Bonus Offer”) and a coupon good for \$15.00 off a Full Synthetic or MaxLife™ oil change at your selected Location Limit one coupon per oil change.
Fifth approved receipt and any additional approved receipt uploaded during the Promotion Period of a Full Synthetic or MaxLife™ oil change purchase	A coupon good for \$15.00 off a Full Synthetic or MaxLife™ oil change at your selected Location Limit one coupon per oil change.

If you submit your receipt via text-messaging, you will receive two (2) text messages in response to your request from an automated system. **Message and data rates may apply. Text **STOP** to 30364 to opt out. Text **HELP** for information. Send questions to questions@helloworldfulfillment.com. Participating carriers include: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular. Other carriers that may be added from time to time. Consent is not required to buy goods and services. To view the Sponsor's Privacy Policy, visit <http://www.valvoline.com/privacy-policy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Bonus Offer: The Bluetooth speaker has an approximate retail value (“ARV”) of \$24.99. The actual value of the speaker is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the speaker is awarded or redeemed. Sponsor reserves the right to substitute Bonus Offer, in its sole discretion, for something of equal or greater retail value. Bonus Offers will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion Period. Limit: One (1) Bonus Offer per entrant during the Promotion Period.

Receipt Upload Limit: Each receipt can only be uploaded one (1) time during the Promotion Period and cannot be uploaded by more than one entrant. Sponsor reserves the right in its sole discretion to disqualify any receipt(s) that it determines does not comply with these Official Rules. Terms and conditions of coupons apply. Coupons are valid for one hundred fifty (150) days after issuance and only valid at your selected Location. If your selected Location closes or stops selling Valvoline™ oil, any issued coupons will no longer be valid. You will have the opportunity to select a different participating service location that uses Valvoline™ oil by visiting the Website and following the links and instructions to select a new location.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE INSTANT WIN GAME. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

7. Determination and Verification of Potential Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. Receiving a prize is contingent upon compliance with these Official Rules. There will be twenty-one thousand one hundred eighty-four (21,184) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. If a potential winner cannot be contacted, fails to provide any requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at or less than \$25 will not be awarded. Prizes will be received 8-10 weeks after the conclusion of the Instant Win Game.

8. Prizes:

Prize Tier	Prize Description	Quantity	ARV
A	A coupon good for a Full Synthetic oil change.* Limit one coupon per oil change.	7,500	\$80.00
B	A coupon good for \$10.00 off any Valvoline oil change at your Location Limit one coupon per oil change.	10,000	N/A
C	Valvoline Roll Up Blanket	1,000	\$21.99
C	Valvoline Tin Signs	245	\$17.99
C	Valvoline Tumbler	2,000	\$11.99
C	Valvoline Hat	439	\$10.00

*Oil Change includes up to 5 quarts of full synthetic motor oil and filter only (labor and other charges may apply).

For All Prizes: All details of prizes are determined by Sponsor in its sole discretion. Terms and conditions of coupons apply. Odds of winning a prize depend on the number of eligible Instant Win Game plays divided by the number of prizes available. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$654,769.55. Limit: Two (2) Prize Tier A prizes, two (2) Prize Tier B prizes, and one (1) Prize Tier C prize per person.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Promotion Fulfillment Center, Administrator, Facebook, Inc., Twitter, Inc., prize suppliers, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal

injury, death, or damage to or loss of property, arising out of participation in the Instant Win Game or receipt or use or misuse of any prize. This Instant Win Game is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

10. Publicity: Except where prohibited, participation in the Instant Win Game constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, image, photograph, video, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Instant Win Game, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to not award any prizes or to award the prizes at random from among the eligible plays received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; (5) technical or human error which may occur in the awarding of Instant Win Game prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another play in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Instant Win Game, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Instant Win Game, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for

arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended from time to time) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Instant Win Game, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.valvoline.com/privacy-policy>) and Administrator's privacy policy (<http://www.helloworld.com/privacy-policy>).

15. Winner List: For a winner list, visit <http://bit.ly/2j7lbk3>. The winner list will be posted after winner confirmation is complete and will be available online ninety (90) after promotion concludes.

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