

Valvoline™ “Transformers: The Last Knight” Instant Win Official Rules

NO PURCHASE OR TEXT MESSAGE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. 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. 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.

1. Eligibility: Valvoline™ “Transformers: The Last Knight” Instant Win (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least sixteen (16) years old at the time of entry as well as legal residents of Canada (including Quebec) (excluding Northwest Territories, Yukon & Nunavut), who are at least eighteen (18) years old at the time of entry. If you are a minor in your state or province of residence, you must have the permission and consent of your parent/legal guardian to participate in this Promotion. Employees of Valvoline LLC, HelloWorld, Inc., and Paramount Pictures Corporation (Paramount), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Paramount is not responsible for the collection, submission or processing of entries, the administration of the Sweepstakes or the selection of winners. The Promotion is subject to all applicable federal, state, provincial, territorial, municipal, 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of an instant win game (“Instant Win Game”) and an offer (“Offer”).

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

3. Timing: The Promotion begins on May 15, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on July 15, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit FREEVALVOTRON.COM/transformersmovie (for U.S. entrants), MYVALVOTRON.COM or MONVALVOTRON.CA (for Canadian entrants) (herein, all are the “Valvoline Website”). ** Then, follow the links and instructions to complete and submit the registration form, including your valid email address and valid postal/zip code. Once you submit the form, 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 will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. If you are a Canadian entrant, a mathematical skill-testing question must be correctly answered to win. Administrator is responsible for the functionality of the Instant Win Game.

To request the Instant Win Game URL via text-messaging, text the keyword VALVOLINE (for U.S. entrants), OIL or HUILE (for Canadian entrants, obtained from a participating installer), MOTOR or MOTEUR (for Canadian entrants, obtained from a participating retail store) to short code 30364. 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 Wireless (Cingular Blue), T-Mobile, AT&T (Cingular Orange), Verizon Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Manti Tel Nucla-Naturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation_SI_Wireless, United Wireless, Appalachian Wireless, TELUS

Mobility, Google Voice, Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems) Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural Cellular Corp, US Cellular Corp, West Central Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) - former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Appalachian Wireless, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Claro, Movistar, Nextel Communications, Personal. Personal and other carriers that may be added from time to time. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <http://www.valvoline.com/privacy-policy>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

5. Limit: Each entrant may play one (1) time 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" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

6. Offer: During the Promotion Period, if you are a U.S. resident, visit an authorized participating Valvoline installer and make a purchase of a Valvoline™ motor oil change, using one of the following eligible products: Valvoline™ Full Synthetic Motor Oil, Valvoline™ Full Synthetic with MaxLife Technology, Valvoline™ SynPower, or Valvoline™ SynPower MST (herein any oil change performed by a participating installer with an eligible product is a "Qualifying U.S. Purchase"). To find out a participating Valvoline service location near you, please call 800-840-2495. If you are a Canadian resident, visit an authorized participating Valvoline installer and make a purchase of a Valvoline™ motor oil change, using Valvoline™ Full Synthetic Motor Oil, Valvoline™ Full Synthetic with MaxLife Technology, Valvoline™ SynPower, or Valvoline™ SynPower MST or purchase a Valvoline™ Full Synthetic Motor Oil of minimum 4.73 litres from a participating retailer (each of which is a "Qualifying Canadian Purchase"). To find out a participating Valvoline service location or a participating retailer near you, please call 613-930-7218. Then, take a photo of your receipt. The image must be clear and legible and include the purchase date of your receipt, and show the service or item (as applicable) purchased. Then, visit the Valvoline Website and complete and submit the registration form and play the Instant Win Game (as outlined above). Then, follow the links and instructions to upload the photo of your receipt. Once your receipt has been validated, you will receive one (1) Valvoline™ Valvotron action figure, valued at \$11.99 USD/\$25.99 CAD (the "Offer") for valid receipt uploaded. Limit: two (2) Offers per household during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than two (2) Offers per household by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offer will be fulfilled 8-10 weeks after the conclusion of the Promotion.

7. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. 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 HAS 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.

8. Instant Win Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. 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. Six thousand five hundred ten (6,510) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period, for all U.S. residents. Two thousand forty (2,040) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period, for all Canadian residents (excluding Quebec, Northwest Territories, Yukon & Nunavut). Three hundred sixty (360) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period, for all Quebec residents. 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 from the applicable prize pool. The potential winners will be notified by email. If a potential winner is a Canadian resident, he/she will be required to correctly answer a time-limited skill-testing question within 5 calendar days in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, or fails to provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. Unclaimed Prizes will remain unawarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

9. Prizes:

United States Instant Win Game Prizes:

| Quantity | Prize Description | ARV |
|---|------------------------------|-----------|
| FOUR THOUSAND SIX HUNDRED FIFTY (4,650) | Valvoline™ Autobot lunchbox | 14.99 USD |
| SIX HUNDRED TWENTY (620) | Valvoline™ embossed tin sign | 17.99 USD |
| ONE THOUSAND TWO HUNDRED FORTY (1,240) | Valvoline™ hat | 10.00 USD |

Odds of winning a U.S. Instant Win Game prize depend on the number of eligible U.S. Instant Win Game plays for the respective prize pool divided by the number of U.S. Instant Win Game prizes available for the applicable prize pool.

Canadian residents (excluding Quebec, Northwest Territories, Yukon & Nunavut) Instant Win Game Prizes:

| Quantity | Prize Description | ARV |
|----------------------------|---|-----------|
| FIVE HUNDRED (500) | Valvoline™ Autobot lunch box | 19.99 CAD |
| SEVEN HUNDRED TEN (710) | A \$15 generic food gift card (terms and conditions of gift card apply) | 15.00 CAD |
| FOUR HUNDRED FIFTEEN (415) | A bobble head | 14.99 CAD |
| FOUR HUNDRED FIFTEEN (415) | A Valvoline™ t-shirt | 9.99 CAD |

Odds of winning a Canadian (excluding Quebec, Northwest Territories, Yukon & Nunavut) Instant Win Game prize depend on the number of eligible Canadian (excluding Quebec, Northwest Territories, Yukon & Nunavut) Instant Win Game plays for the respective prize pool divided by the number of Canadian (excluding Quebec, Northwest Territories, Yukon & Nunavut) Instant Win Game prizes available for the applicable prize pool.

Quebec residents only Instant Win Game Prizes:

| Quantity | Prize Description | ARV |
|----------------------|---|--------------|
| ONE HUNDRED (100) | Valvoline™ Autobot lunch box | 19.99 CAD |
| NINETY (90) | A \$15 generic food gift card (terms and conditions of gift card apply) | 15.00 CAD |
| EIGHTY FIVE (85) | A bobble head | 14.99 CAD |
| EIGHTY FIVE (85) | A Valvoline™ t-shirt | 9.99 CAD |

Odds of winning a Quebec Instant Win Game prize depend on the number of eligible Quebec Instant Win Game plays for the respective prize pool divided by the number of Quebec Instant Win Game prizes available for the applicable prize pool.

For All Prizes: 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. Limit: One (1) Instant Win Game prize per person. TOTAL ARV OF ALL U.S. PRIZES: \$93,257.30 USD. TOTAL ARV OF ALL CANADIAN (EXCLUDING QUEBEC) PRIZES: \$31,011.70 CAD. TOTAL ARV OF ALL QUEBEC PRIZES: \$5,472.30 CAD.

10. Release: By receipt of any prize or Offer, winner agrees to release and hold harmless Sponsor, Administrator, Paramount, and their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, 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 Promotion or receipt or use or misuse of any prize.

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

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion, and subject to the approval of the Régie des alcools, des courses et des jeux. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or 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 Promotion 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 Promotion 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.

13. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion play, if 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.

14. 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 Promotion, 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 Promotion, 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 U.S.A. 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-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) 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 U.S. Federal Arbitration Act allows for the enforcement of arbitration agreements, if applicable, 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 Promotion, 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.

For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

15. 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>).

16. Winner List: For a winner list, visit <http://bit.ly/2p9Bmii>. The winner list will be posted after winner confirmation is complete.

17. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

18. Unsubscribe: To opt out of future marketing messages from Sponsor, click [here](#).

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