

TREAT CUSTOMERS LIKE A GUEST WEEKLY CONTEST ("SWEEPSTAKES")

SWEEPSTAKES DATES

JUNE 1 - OCTOBER 31, 2015

WHAT'S IT FOR?

 This sweepstakes is to help encourage location coaches and site staff to "Treat Customers Like a Guest" and actively communicate the new product and promotion to customers inside the C-store and out at the dispensers.



Shell

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"TREAT CUSTOMERS LIKE A GUEST" - WHAT DOES THIS SHELL CUSTOMER PROMISE MEAN?

- Every customer matters, and every customer is welcomed. Site cleanliness and functionality are important, but just as important is helpful, friendly staff.
- Be ready and in uniform when customers arrive. Interact positively with the customers, and do so as often as appropriate.
- Be on the lookout for opportunities to assist, answer questions or provide information to a customer who
 is seeking it.
- Make sure customers feel welcomed, and let them know you appreciate their business.

HOW TO PARTICIPATE

- The Coach should upload one photo via <u>www.shellsource.com</u> through the Retail Learning Portal depicting site staff actively engaging with customers.
- One qualified entry per Shell site per week. Entries will not be judged. Non-winning entries will be eligible for subsequent drawings.

WHAT'S THE PRIZE?

The Coach who submitted the selected weekly entry will win a \$100 Gift Card and ten (10) \$25 Gift Cards for distribution by Coach
to the site staff in Coaches sole discretion.

SUBMISSION DATES (2015)

- Entry begins at 12:00:01 a.m. ET and ends at 11:59:59 p.m. ET of each weekly entry period (WEEK 1: 6/1 6/7)
- Sweepstakes period lasts for 22 weeks and ends on October 31. Weekly entry periods outlined below.
- WEEK 1: 6/1 6/7; WEEK 2: 6/8 6/14; WEEK 3: 6/15 6/21; WEEK 4: 6/22 6/28; WEEK 5: 6/29 7/5;
 WEEK 6: 7/6 7/12; WEEK 7: 7/13 7/19; WEEK 8: 7/20 7/26; WEEK 9: 7/27 8/2; WEEK 10: 8/3 8/9;
 WEEK 11: 8/10 8/16; WEEK 12: 8/17 8/23/15; WEEK 13: 8/24 8/30/15; WEEK 14: 8/31 9/6/15;
 WEEK 15: 9/7 9/13; WEEK 16: 9/14 9/20; WEEK 17: 9/21 9/27; WEEK 18: 9/28 10/4; WEEK 19: 10/5 10/11;
 WEEK 20: 10/12 10/18; WEEK 21: 10/19 10/25; WEEK 22: 10/26 10/31

ELIGIBILITY

- Age and Geographic Limitation: None
- Persons in any of the following categories are NOT eligible to participate in the Sweepstakes: any person who on or after May 1, 2015, was or is (a) a director, officer, employee, agent or independent contractor of any entity engaged in the development, production or distribution of Sweepstakes materials, or of any entities retained by Sponsor or its agencies to assist in any way with the administration or advertisement of the Sweepstakes.

WINNING

- Entries from each week's Sweepstakes Entry Period (dates outlined on next page) will be included in a random drawing on the first Tuesday following each weekly entry period (e.g. for WEEK 1 on 6/09/15), one Coach potential winner will be selected in a random drawing from among all eligible Entries received
- One winner selected in each of the 22 weekly random drawings. One prize per site.
- The company -The Marketing Store™ will notify winners within one to two business days of confirming potential winner information.
 Each potential winner will be sent a notification package containing a cover letter, Prize Acceptance Form, the Terms and Conditions
- and a pre-addressed, pre-paid FedEx return envelope. Once confirmed, The Marketing Store™ will deliver prize.
- Detailed rules are on the following pages.

TREAT CUSTOMERS LIKE A GUEST WEEKLY CONTEST ("SWEEPSTAKES") – THE RULES

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THIS IS A CLOSED PROMOTION. NOT OPEN TO THE GENERAL PUBLIC.

THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY TEXAS LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR DC AT THE TIME OF ENTRY. THE SWEEPSTAKES IS OPEN ONLY TO DESIGNATED SHELL STATION COACHES AS FURTHER DESCRIBED BELOW.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING.

BY ENTERING THE SWEEPSTAKES YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. INTERNET ACCESS REQUIRED.

1) ELGIBILITY: The Sweepstakes is open to individuals designated by the wholesaler to be a Shell service station site coach ("Coach"). To be eligible, a Coach must be a legal resident of any one (1) of the (50) United States or District of Columbia, at least 18 years of age and the age of majority in his/her jurisdiction of primary residence at the time of entry, and an employee in good standing of a Shell service station site located in any one (1) of the fifty (50) United States or the District of Columbia at the time of entry and through the time of prize award (each, an "Eligible Participant"). All other individuals, including, without limitation, any other employees, suppliers, representatives and agents of Shell Oil Company US ("Sponsor") are not eligible to enter or win. This Sweepstakes is NOT OPEN TO THE GENERAL PUBLIC. Void where prohibited by law.

2) TIMING: The Sweepstakes begins at 12:00:00 a.m. Eastern Time ("ET") on June 1, 2015 and ends at 11:59:59 p.m. ET on October 31, 2015 ("Sweepstakes Period") and includes twenty-two (22) separate weekly entry periods as follows (where each weekly entry period begins at 12:00:00 a.m. ET on the start date and ends at 11:59:59 p.m. ET on the end date):

Week 1: 6/1-6/7/15; Week 2: 6/8-6/14/15; Week 3: 6/15-6/21/15; Week 4: 6/22-6/28/15; Week 5: 6/29-7/5/15; Week 6: 7/6-7/12/15; Week 7: 7/13-7/19/15; Week 8: 7/20-7/26/15; Week 9: 7/27-8/2/15; Week 10: 8/3-8/9/15; Week 11: 8/10-8/16; Week 12: 8/17-8/23/15; Week 13: 8/24-8/30/15; Week 14: 8/31-9/6/15; Week 15: 9/7-9/13/15; Week 16: 9/14-9/20/15; Week 17: 9/21-9/27/15; Week 18: 9/28-10/4/15; Week 19: 10/5-10/11/15; Week 20: 10/12-10/18/15; Week 21: 10/19-10/25/15; Week 22: 10/26-10/31/15.

3) TO REGISTER/ENTER:

A. Registration. To participate in the Sweepstakes an Eligible Participant must first go online to www.shellsource.com through the Retail Learning Portal ("Website") and then follow the instructions to complete registration during the Sweepstakes Period. To register, the Eligible Participant must provide his or her correct full name, Shell service station site address, city, state and ZIP code, a business phone number (including area code), year of birth, email address, and all other requested information.

B. To Enter. After completing registration, an Eligible Participant must visit the Website during a weekly entry period, log into his/her account using the information provided during registration, and follow all links and instructions to upload a digital photo ("Photo") taken at his/her Shell service station site that shows an example of positive customer engagement ("Entry" or "Entries") to receive one (1) Entry into the drawing for that weekly entry period. Entries will not be judged and the substantive content of the Photo will not affect your drames of winning (provided your Photo complies with the Photo Requirements detailed in that section below). You can submit a maximum of one (1) Entry each day of the Sweepstakes Period, but each Photo submitted must be original/unique and not have been previously submitted in the Sweepstakes. Non-winning Entries for each drawing will be rolled into all subsequent drawings. The Website's database clock will be the official timekeeper for this Sweepstakes. Other proof of submitting or attempting to submit an Entry (such as, without limitation, a printed, saved or copied automated receipt confirming entry or a "thanks for entering" screen or message) does not constitute proof of actual receipt of the Entry for purposes of this Sweepstakes. Only Entries that are actually received and recorded through the Website on the Website's servers during the Sweepstakes Period will be the official timekeeper during the Website on the Website's servers during the Sweepstakes Period will be considered.

Photo Requirements: All Photos must be 20 megabytes or smaller, must be in JPEG or JPG format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). By entering the Sweepstakes, each Eligible Participant represents, acknowledges and warrants that the submitted Photo is an original work created solely by the Participant (or from materials in the public domain), that the Photo does not infringe, misappropriate or violate the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the Photo. The Photo and the Entry information (collectively, "Entrant Content") must not, in the sole discretion of the Sponsor, contain false, deceptive, obscene, provocative, defamatory, sexually explicit, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, hateful, or otherwise objectionable or inappropriate content or be injurious to any individual, any Promotion Entity, or any third party or the associated Entry will be disqualified. The Entrant Content must also meet the following requirements or the associated Entry will be disqualified.

- Entrant Content must not contain or describe any harmful or illegal activity or content or in any way violate any federal, state, or local laws, rules or regulations.
 Entrant Content must not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or any other products or services.
- Entran Content most not suggest, depict, or describe dny indepropriate, on dangerous behavior of use of sports is or dny other products of service

Sponsor reserves the right in its sole discretion to disqualify from the Sweepstakes any Entry or Entrant Content that, in its sole discretion, refers, depicts, or in any way reflects negatively upon a Promotion Entity, the Sweepstakes, or any other person or entity or does not comply with these requirements or these Official Rules.

4) CONDITIONS OF ENTRY: Entries will not be acknowledged or returned. The registration information will be used to contact the potential winners by mail, phone and/or email in the event that the Eligible Participant is a potential winner. By entering, Eligible Participants agree to accept, abide by and acknowledge compliance with these Sweepstakes Rules, including but not limited to all eligibility requirements, and the decisions of the Sponsor whose decisions are final and binding for all Eligible Participants.

5) TWENTY-TWO (22) WEEKLY PRIZES (1/WEEK): Each Coach who is a verified winner will receive a \$100 gift card for the Coach ("Coach Prize(s)") and ten (10) \$25 gift cards for distribution to the service station site staff ("Staff Prize(s)", collectively, with the Coach Prize, the "Prize") in Coach's sole discretion. ARV of each Prize: \$350; Total ARV of all Prizes: \$7700. Gift cards are subject to their terms and conditions. Individuals designated to receive a Staff Prize must be employees in good standing of the service station site where the winning Coach is employed at the time of prize ward to receive a Staff Prize. All Prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. All traxes (federal, state and local) and other expenses not specified in these Official Rules as being provided as part of the Prize are the sole responsibility of each winner. Sponsor will not replace any lost, mutilated or stolen Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion thereof of equal or greater value for any reason, including, without limitation. Prize unavailability. No more than the stated Prize will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated Prize will be made.

6) DRAWING DETAILS: On the first Tuesday following each weekly entry period (e.g., for Week 1 on 6/9/15), one (1) Coach potential winner will be selected in a random drawing from among all eligible Entries received for the week prior (and all non-winning eligible Entries from prior weekly drawings) by Sponsor's designated representative whose decisions are final and binding. Odds of winning any drawing will depend upon the number of eligible Entries received for that drawing.

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7) PRIZE REDEMPTION: Each potential winner will be notified by mail and/or email sent to the address or email address provided by him/her during registration within approximately ten (10) business days of the random draw. Upon verification, each winner will then receive their prize by mail to the address provided during registration. Each potential winner agrees to cooperate with Sponsor (as requested by Sponsor) to complete the verification process. If a potential winner does not respond according to Sponsor's instructions during the verification process (as determined by Sponsor in its sole discretion), that winner or potential winner may be disqualified and an alternate winner may be randomly selected; Sponsor will not be obligated to pursue more than three (3) alternate winners for any prizes for any reason, in which case some prizes may go unawarded. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any.

steleted; sponder will not be obligated to pursue more than three (s) alternate winners for any prozend, if any. **8) GENERAL TERMS & CONDITIONS:** Eligible Participants agree that (a) Sponsor, The Marketing Store Worldwide, LP, and their respective parents, subsidiaries, affiliates, advertising, promotion and public relations agencies, and the respective officers, directors, members, memory amongers employees, representatives and agents, subsidiaries, affiliates, advertising, promotion and public relations agencies, and the respective officers, directors, members, members, memory see, damages or injuries of any kind (whether due to negligance or otherwise) to person, including death, and property, resulting in whole or in part, directly or indirectly, from participation in, preparing for, or traveling to or from the Sweepstakes or only Sweepstakes, related advirts, whole were the programmed of their meters to adjoint a set of masse of a prize. [b) under no circumstances will an Eligible Participant and percipant heeps, while all claims, judgements and awards will be limited to any claim and avards will be added to a set of masses of a prize. [b) under no circumstances will an Eligible Participant and the set of the two regulations and the set of the set of the prizes in provided aris without any warranty, representation, or guarantee, express or implied, in fort or in lew, whether now known or hereafter developed, including on the vertice advectory without limitary, including, its quality, merchantolibily or finates for a participant and known or hereafter developed, including on the World Wide Web, at any time or times, in pereuty, without three comparents on advectory where prohibite by law on division of the SWeepstakes, to be acting in provide aris in presenting for a synthese or approximation of any indirection of a synthese or approximation of the set of

winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. 9) TECHNOLOGY TEMS & CONDITIONS/ADDITIONAL DISCLAIMERS: The Promotion Entities shall have no responsibility for: (1) lost, late, misdirected, inaccurate, incomplete, undelivered entries; (2) any damage to an Eligible Participant's computer or telephone system that is directly or indirectly caused by accessing the Website or otherwise participating in the Sweepstakes; (3) lost, interrupted, inaccurate, incomplete, statuses, (3) lost, interrupted, inaccessible or unavailable networks, servers, statulities, internet Service Providers, Websites or other contons; (4) miscommunications, failed, indives, depayed or misdirected computer transmissions or network connections that are human or technical in nature; (6) any technical or programming malfunctions, are unavailable network, servers, and the serve provide network of the endure to capture or loss of any information whether caused by Website users, tampering or hacking, or py any of the equipment or programming associated with or utilized in the Sweepstakes; (9) lost, information whether caused by Website users, tampering or hacking, or py any of the equipment or programming associated with or utilized in the Sweepstakes; (9) lost, and accordance with the instructions and restrictions and restrictions on the website of in the serve the set of a dispute as to the identity of an Eligible Participant, any online entry will be deemed submitted by the authorized account holder of the email address has been assigned by the Internet access provider, service provide the Sponsor with provide that Sponsor with provide that Sponsor with provide that submitted with the use of the dentited wing registration, but only if that individual meets all oher eligibility criteria. The authorized account holder shall be the natural person to whore a site activation and restrictions and restrictions and restrictions on there the email address associated with the winning

10) COVERNING LAW: By entering, Eligible Participants agree that all issues, disputes, and questions arising under or concerning this Sweepstakes, including, without limitation, the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the participant or Sponsor in connection with the Sweepstakes, shall be governed by and construction of any other state's laws. By participating, Eligible Participants consent to the jurisdiction and venue of the federal, state and local courts located in Houston, Texas.

11) PRIVACY. Except as otherwise contemplated in these Official Rules, information collected in connection with this Sweepstakes will be used by Sponsor in accordance with its online privacy policy, which can be found at http://www.shell.com/ethicsandcompliance/areas/DataPrivacy/Index.html. If you are selected as a winner, your information may also be included in a publicly available winners list.

12 WINNERS LIST: To find out who won, a winners' list will be available for three months following the end of the Sweepstakes Period by mailing a self-addressed, stamped envelope to: Shell Coaches Above and Beyond Sweepstakes, P.O. Box 1132, Chicago, IL 60690.

13) SPONSOR: Shell Oil Company US, Houston, TX.