

ENTER FOR A CHANCE TO WIN A \$100 GIFT CARD, 1,000 WILL WIN ("Sweepstakes")
OFFICIAL RULES
NO PURCHASE NECESSARY

1. **PARTICIPATION CONSTITUTES ACCEPTANCE OF RULES.** Participation in this Sweepstakes constitutes entrant's full and unconditional acceptance of these Official Rules. Sweepstakes is sponsored by Valvoline, LLC, Lexington, KY 40509 ("Sponsor"). Sponsor reserves the right to cancel the Sweepstakes at any time and substitute another promotion in its place. Sponsor is not responsible for printing errors in these Official Rules.
2. **NO PURCHASE REQUIRED TO ENTER OR TO WIN A PRIZE.** Entrants do not have to purchase any products to win. A purchase or payment of any kind does not improve your chance of winning. Void where prohibited, taxed or otherwise restricted by law. The Sweepstakes is subject to all.
3. **Eligibility:** This Sweepstakes is open to all legal residents of the United States and District of Columbia and are 18 years of age or older. Employees, officers and directors (their family members, and members of their household) of Sponsor, AutoZone, Inc ("AutoZone") and each of their respective parents, subsidiaries and affiliated companies, advertising and promotion agencies (collectively, "Sweepstakes Entities"), and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of any Sweepstakes Entity are not eligible. AutoZone is not responsible for the collection, submission or processing of entries, the administration of the Sweepstakes or the selection of winners.
4. **How to Enter:** Sweepstakes begins on December 26, 2017 at 9:00 AM ET (Eastern Time) and ends on February 5, 2018 at 11:59 PM ET ("Promotional Period"). All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries are void.

To enter during the Promotion Period visit TeamValvoline.com/AutoZone.

Point of Entry: Online Entry with Team Valvoline Reward Points

To enter during the Promotion Period via the Sweepstakes Reward Page:

1. Register or sign in to your account at TeamValvoline.com (your "Account");
2. Acquire Reward Points by registering and/or completing points-associated activities on TeamValvoline.com, issued by Sponsor;
3. Acquire Reward Points by uploading ANY AutoZone Cash Register Receipt during the Promotional Period and receive 500 points per receipt upload. Maximum allowed is four (4) receipt uploads for 2,000 Reward Points. Each receipt can only be uploaded once and Reward Points will be given upon receipt review and verification.
4. Visit TeamValvoline.com and click the link to the Sweepstakes Reward Page; and
5. Redeem five hundred (500) Reward Points from your Account for one (1) single Sweepstakes entry. Reward Points will be deducted from Account at the time of redemption for a Sweepstakes entry.

Transfer of points to other member accounts is prohibited. There is a limit of five (5) entries in the Sweepstakes per person.

Team Valvoline Membership is required. Membership into the Program is FREE.

Sponsor is not responsible for any technological problems that interfere with your attempt to enter or lost, late, mutilated, misdirected entries or entries not received for any reason whatsoever. All Internet access and usage charges are the responsibility of the entrant. If for any reason the Internet portion of the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other

causes which corrupt or affect the administration, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion, to terminate, modify or suspend the Sweepstakes. All entries received on-line before the on-line portion becomes inoperable, will be included in the random drawing. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer, related to or resulting from participation or downloading any materials in this Sweepstakes. Entries generated by robots or scripts are considered to be a direct violation of sweepstakes policy and will result in immediate disqualification of any and all associated entries. In the event of a dispute, eligible electronic entries will be considered made by authorized account owner of the email address submitted at the time of entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personally identifiable information collected in connection with this sweepstakes will be used in accordance with Sponsor's privacy policy located at <https://team.valvoline.com/privacy>.

5. **Prizes: One Thousand (1,000) Grand Prizes:** each, one (1) \$100 AutoZone Gift Card. Gift card is subject to terms set by the issuer.

The ARV of all prizes combined is \$100,000.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. If the designated prize should become unavailable for any reason, Sponsor reserves the right to substitute a prize for one of equal or greater. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person. Any difference between the actual price and the approximate retail value of the Grand Prize will not be awarded to winner. All federal, state and local taxes, are the responsibility of the winner. Prize cannot be assigned, transferred, exchanged or redeemed for cash.

6. **Winner:** One Thousand (1,000) Grand Prize Winners will be selected on or about February 15, 2018 from all eligible entries received by Sponsor. Sponsor will attempt to notify potential prize winner(s) by phone, e-mail or other delivery method. If the potential winner(s) fails to respond within three (3) days of the notification, or declines to accept the prize or a prize notification is returned as undeliverable, the potential winner(s) will be disqualified and the Sponsor will select an alternate winner(s). Up to two (2) alternate drawings will be held, after which the prize will remain un-awarded.
7. **Odds:** The odds of winning will be determined by the number of eligible entries received. To obtain a winner's list (available after March 25, 2018), send a self-addressed, stamped business size (#10) envelope to: Valvoline/AutoZone Gift Card Sweepstakes, ATTN: K. Johnson-3W, 100 Valvoline Way, Lexington, KY 40509. All requests for a Winner's List must be received by April 25, 2018.
8. **Release:** By participating, entrants release Sponsor, AutoZone, all other Sweepstakes Entities and each of their respective parents, subsidiaries, affiliated businesses, advertising and promotion agencies and the officers, directors, employees and agents of each (collectively, the "Released Parties"), from any and all liability, damages or causes of action (however named or described) for injuries, damages or losses to persons and property which may be sustained in connection with this Sweepstakes or receipt, enjoyment, ownership or use of the Grand Prize. Each entrant (and any minor entrant's parent or legal guardian) agrees that none of the Released Parties: (A) shall be responsible or liable for, and are hereby released 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, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

9. **Publicity/Marketing:** Submission of an entry constitutes Grand Prize winner's and each other entrant's permission to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, and/or email address during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes. Entrants may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at <https://team.valvoline.com/privacy>) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). Each entrant understands that he/she is providing his/her information to Sponsor. All such information provided to Sponsor will only be used in accordance with Sponsor's Privacy Policy.
10. **General Conditions:** Sponsor and AutoZone 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 Sweepstakes, as determined by Sponsor and AutoZone in its sole discretion. In such event, Sponsor and AutoZone 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 and AutoZone 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and AutoZone reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor and AutoZone's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **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 phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes entry, 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 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, un-awarded, eligible prize claims.
12. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable state or federal court in Lexington, Kentucky; (2) any and all claims, judgments and awards shall

be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Kentucky.

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