

Official Rules <u>3-Step Winter Prep Sweepstakes</u> Sponsored by Power Service Products

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. <u>Sponsor</u>: The Sponsor of the 3-Step Winter Prep Sweepstakes (the "**Sweepstakes**") is Power Service Products, Inc. ("**Power Service Products**") P.O. Box 1089, Weatherford, TX 76086 US.

2. <u>Eligibility</u>: This Sweepstakes is open only to legal residents of the United States and Canada (excluding Quebec) who are 18 years or older as of the date of entry. Residents of Quebec are not eligible to enter or win. Employees of Power Service Products, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

3. <u>Agreement to Official Rules</u>: By participating, the Contestant ("**You**") agrees to be fully unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Power Service Products as final and binding as it relates to the content of this Sweepstakes.

4. <u>Sweepstakes Period</u>: Entries will be accepted online starting on **October 16, 2023, at 8am CT** and ending **November 17, 2023, at 8pm CT**. All entries must be received by November 17, 2023, at 8pm CT.

5. <u>How to Enter</u>: As a Contestant, You must enter the Sweepstakes by filling out the entry form provided on the powerservice.com/winter-prep web page. You must provide the information requested which includes your name, contact information and vehicle fuel tank capacity. Entries that are incomplete or do not adhere to the Official Rules or entry specifications may be disqualified at the sole discretion of Power Service Products. You may enter only once. Mailed entries or entries received in any manner other than the specified online entry form will be disqualified.

6. <u>Prizes</u>: Twenty (30) winners ("**Winner(s)**") will receive <u>either</u> 1) One bottle each of 26ounce Clear-Diesel Fuel & Tank Cleaner, 26-ounce Diesel Fuel Supplement +Cetane Boost and 26-ounce Diesel 911 <u>or</u>; 2) One bottle each of 64-ounce Clear-Diesel Fuel & Tank Cleaner, 64-ounce Diesel Fuel Supplement +Cetane Boost and 64-ounce Diesel 911. Power Service Products will determine which prize package is appropriate for each Winner based on his/her stated vehicle fuel tank capacity. Each prize package is valued at approximately \$50.00 - \$100.00 USD retail value. Prizes have a total approximate retail value of \$2,000 USD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be determined solely by Power Service Products. Power Service Products will use commercially reasonable efforts to ship the applicable prize to each Winner within thirty (30) days following completion of the drawing, notification to the Winner, and his/her confirmation of acceptance. No cash or other prize substitution shall be permitted except at Power Service Products' discretion. The prize is nontransferable. Any and all prize-related expenses – including without limitation any and all federal, state, and/or local taxes – shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

7. <u>Odds</u>: The odds of winning depend on the number of eligible entries received.

8. <u>Winner Selection and Notification</u>: Winners will be selected by a random drawing on or around November 20, 2023 under the supervision of Power Service Products. Winner will be notified by email at the email address provided at entry within ten (10) days following selection of Winner. Power Service Products shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If a Winner cannot be contacted, has not responded to confirm prize acceptance within three (3) days of notification, or is ineligible, an alternate Winner will be selected. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT POWER SERVICE PRODUCTS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. <u>Rights Granted by You</u>: By entering this Sweepstakes, You understand and agree that Power Service Products, anyone acting on behalf of Power Service Products, and Power Service Product's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed – in perpetuity and throughout the world, without limitation – Your name and all other information You provide when entering the Sweepstakes, portrait, picture, voice, likeness, image, statements about the Sweepstakes, testimonials, and biographical information for news, publicity, information, trade, advertising, public relations and promotional purposes without any further compensation, notice, review or consent.

10. <u>Terms & Conditions</u>: Power Service Products reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Power Service Products' control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Power Service Products may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Power Service Products. Power Service Products reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules. Power Service Products has the right, at its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer; or the use of bots, macros, scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Power Service Products reserves the right to seek damages to the fullest extent permitted by law.

11. <u>Limitation of Liability</u>: THIS SWEEPSTAKES, THE ENTRY WEB PAGE, AND ALL PRIZES ARE PROVIDED "AS IS, WHERE IS", WITHOUT EXPRESS OR IMPLIED WARRANTY. By entering, You agree to release and hold harmless Power Service Products and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Sweepstakes and/or Your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes;

(v) electronic or human error in the administration of the Sweepstakes or the processing of entries; or (vi) damage or loss of prizes in shipment.

12. <u>Disputes</u>: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF U.S. AND TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, You agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Parker County, Texas having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for – and you hereby waive all rights to – punitive, indirect, incidental, or consequential damages, including attorney's fees. You waive all rights to have damages multiplied or increased.

13. <u>Privacy Policy</u>: Information submitted with an entry is subject to the Privacy Policy stated on the Power Service Products website. To read the Privacy Policy, click here: <u>http://powerservice.com/privacy-policy/</u>. You consent to having any supplied data and information transferred to and processed in Texas, U.S.A.

14. <u>Winners List</u>: To obtain a copy of the Winners' names or a copy of these Official Rules, mail the request along with a stamped, self-addressed envelope to: Power Service Products, P.O. Box 1089 Weatherford, TX 76086 US. Requests must be received no later than **December 20, 2023**, 5pm CT.

450054.2