

## **SPE Hydraulic Fracturing Conference Cooler Giveaway Sweepstakes Official Rules**

**NO PURCHASE, PAYMENT, DOWNLOAD OR PLEDGE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE, PAYMENT, DOWNLOAD OR PLEDGE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, AND LOCAL REGULATIONS APPLY.**

These are the Official Rules for the “SPE Hydraulic Fracturing Conference Cooler Giveaway Sweepstakes” (the “Sweepstakes”) sponsored by Petro-Canada America Lubricants LLC (“Sponsor”). By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules.

- 1. How to Enter:** During the Promotion Period (defined below), entrants can enter into the Sweepstakes by scanning a provided QR Code at the Sponsor’s booth at the SPE Hydraulic Fracturing Technology Conference and Exhibition held at The Woodlands Waterway Marriott Hotel and Convention Center 1601 Lake Robbins Drive, The Woodlands, TX 77380 between January 31 and February 2, 2023, and completing and submitting the provided electronic form. Alternatively, entrants can enter the Sweepstakes during the Promotion Period (defined below), by completing and submitting the provided electronic form available at <https://marketing.pclcommunication.com/spehftc> . A maximum of one (1) entry is allowed per entrant.
- 2. Winning Entry; Prizes:** The winning entry will be drawn, following the Promotion Period, via a random selection process from the pool of eligible entries. Entrants selected must comply with all terms and conditions of these Official Rules, as determined by Sponsor, and winning is contingent upon fulfilling all requirements. **EACH PRIZE IS AWARDED “AS IS” WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM SPONSOR. TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THIS SWEEPSTAKES AND ANY PRIZE.** If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded. Only two (2) prizes of a custom YETI Tundra 35 Hard Cooler will be awarded. All decisions of Sponsor are final and binding with respect to this Sweepstakes.  
Each prize has an Approximate Retail Value (ARV) of: \$400. No alternative prize, cash equivalent, or other substitution is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal ARV.
- 3. Sweepstakes Schedule and Timing:** The Sweepstakes begins on January 31, 2023 at [12]:00:00 a.m. Central Daylight Time (“CDT”) and ends on February 2, 2023 at [11]:59:00 p.m. CDT (“Promotion Period”). Sponsor’s time clock is the official clock for this Sweepstakes.
- 4. Notification and Redemption of Prizes:** Sponsor will notify the winner via the email address or telephone number provided or any other alternative method that Sponsor selects, within ten (10) business days of the close of the Promotion Period. In the event that the potential winner does not respond to such prize notification by within 72 hours after notification, declines the prize for any reason, a disqualification may result and the prize may be forfeited. All winners are subject to verification, including verification of age. If a potential winner cannot be contacted or cannot respond within 72 hours after the first attempt to contact him/her, or if he/she fails to satisfy all conditions to acceptance described below, or to qualify for any other reason under these Official Rules, Sponsor may select an alternate entrant at random from among all eligible entries received. A winning entrant is only a winner after notification by the Sponsor and compliance with the terms and conditions of these Official Rules, as determined by Sponsor.
- 5. Conditions to Acceptance of Prizes:** Except where prohibited, potential winner must sign and return to Sponsor, within ten (10) business days of being notified, an affidavit of eligibility and liability/publicity

release in order to claim his/her prize. By accepting a prize, each winner consents to the use of his or her name, likeness, voice, opinions, biographical information, hometown and state and/or other personal information in advertising without additional compensation and agrees to provide the Sponsor with anything reasonably required by the Sponsor to document such consent. Winner shall bear any and all costs associated with participating in the Sweepstakes or winning a prize. All applicable taxes, including any federal, state or local tax liabilities, are the sole responsibility of the winner(s) and the winner(s) may receive an IRS tax reporting statement for the approximate retail value of the prize. If tax documentation including a valid W-9 or W-8 is not completed, the prize may be forfeited.

**6. Eligibility and Restrictions:** Participation constitutes full and unconditional agreement to, and acceptance of these Official Rules. There is no charge, fee, purchase, or other consideration required to enter or win the Sweepstakes. There is a limit of one entry per qualified entrant during the Sweepstakes. Qualified entrants are limited only to legal residents of the 50 United States and the District of Columbia, who have reached the age of majority in their jurisdiction of residence at the time of entry. Void where prohibited by law. Unless otherwise specified, employees of Sponsor its parent company, board members, affiliates, related entities and subsidiaries, promotional sponsors, prize providers, advertising agencies, and the immediate family members and household members of all such employees are not eligible to participate. The term "immediate family members" includes spouses, parents and step-parents, siblings and step-siblings, and children and stepchildren. The term "household members" refers to people who share the same residence at least three (3) months out of the year. Contests and Sweepstakes are subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor is not responsible for any change in an Entrant's email address.

**7. Odds of Winning:** Chances of winning depend on the number of eligible entries received during the Promotion Period. The winning entries for the Prizes will be drawn from the eligible entries submitted.

**8. Administration, Application and Interpretation:** Whenever Sponsor has the option, right or responsibility under these Official Rules to take any action or make any decision, judgment or determination, Sponsor reserves the right to do so (or decide not to do so) in its sole and absolute discretion, for any reason or no reason, without being required to explain or consider the consequences of its actions or the advice, opinions, perspective or rights of anyone else. This is necessary for the efficient operation of the Sweepstakes. Sponsor reserves the right to apply and interpret these Official Rules and conduct and administer the Sweepstakes. Any decision by Sponsor regarding the Sweepstakes, including eligibility of entrants and determination of the winners, shall be final and binding.

**9. Right to Cancel or Modify Sweepstakes:** The Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor. If, for any reason, the Sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, network overload (Internet/phone/cellular) or any other causes which Sponsor deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes or these Official Rules, change the Promotion Period, and select a winner from entries received prior to the action taken or in such other manner as Sponsor may deem appropriate.

**10. Release and Limitation of Liability:** Neither the Sponsor, nor its parent or affiliates, nor their respective agents, officers, directors, employees, agencies, or attorneys, are responsible for, and entrants release and indemnify all such parties from any claim, cause of action or liability, including without limitation those relating to any personal injury, death, loss, expense or damages of any kind, under any theory of law or in equity, arising from, (i) Entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet or any website during the Sweepstakes Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the

Sweepstakes; (iv) technical or human error related to the administration of the Sweepstakes or the processing of Entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any Entrant's, winner's or guest's participation in the Sweepstakes or the receipt of any prize; (vi) any use of the Sponsor's website or any other website to which such website is linked (including without limitation any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Sweepstakes); (vii) any Entrant's failure to abide by the Official Rules; (viii) entry or participation in the Sweepstakes or limitation on entrant's ability to do so; or (ix) acceptance or use of any prizes awarded in the Sweepstakes.

**11. Privacy:** Information collected from entrants is subject to Sponsor's Privacy Policy, which is available on Sponsor's website under the "Privacy Policy" link. All entry blanks, forms, devices, and materials gathered during the course of entry, as well as all information contained on or within, shall become the sole property of Sponsor to be used, disposed of or destroyed in its sole discretion. Sponsor is not responsible for any incorrect or inaccurate information entered by website users, and 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 Sponsor's website. By participating in the Sweepstakes by submitting an Entry, you: (a) acknowledge that you understand that your personal information (including name, email address and, in the event that you are selected as the Sweepstakes winner, your mailing address, photograph, voice, likeness and/or statements) is being collected by Sponsor for the purposes of operating, administering and promoting the Sweepstakes; and (b) consent to the disclosure of and access to your personal information including name and photograph, inside or outside of United States and Canada, for any and all purposes in connection with your participation in, and the operation, administration and promotion of, the Sweepstakes.

Your personal information is collected pursuant to the laws of the State of Texas for the purposes set out in this Rule 11. All questions regarding the collection, use and disclosure of your personal information may be directed to: Chief Compliance Officer at Teri.CottonSantos@HFSinclair.com or by mail at 2828 N. Harwood Street, Suite 1300, Dallas, Texas 75201.

**12. General Conditions:** Sponsor reserves the right to disqualify any individual it believes or finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in any unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes is 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. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by any court of competent jurisdiction located in the State of Texas; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than as expressly allowed herein, and further waives any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** 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 State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. In the event of a dispute, entries will be deemed to have been submitted by the owner of the e-mail account on the entry. For these purposes, an e-mail account holder shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account.

**14. Winners List/Rules Request:** For winner's names (first initial, last name) or Official Rules, send a

self-addressed, stamped envelope specifying "Official Rules" or "Winner List" to: Attn: SPE  
Hydraulic Fracturing Conference Cooler Giveaway Sweepstakes, Petro-Canada America Lubricants  
LLC, 401 Plymouth Road, Plymouth Meeting, PA 19462, c/o Samantha Mancini.