

Shell "Pump My Ride" Photo Contest Contest Rules

Promotion begins on 12:00:01 a.m. Eastern Time ("ET") on August 23, 2006, and ends on 11:59:59 p.m. ET on October 4, 2006 ("Promotion Period").

1. **Eligibility:** Contest is open only to legal residents of the 50 United States and the District of Columbia. Void in Puerto Rico and where prohibited by law. Employees, directors, officers and agents of Shell Oil Products US; its parent, subsidiary and affiliate companies, advertising and promotion agencies involved in this Contest; and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are prohibited from entering the Contest.

2. **How to Enter:** During the Promotion Period, click on the "Pump My Ride" contest icon of the Shell V-Power V-zine and follow the instructions to submit your complete entry or visit www.shell.com/us/vpower. Photos must be in .jpg or .gif file format and file size must be no larger than 3MB. **Limit one entry (two photos) per person/e-mail address.** Photos submitted must contain a photograph of your modified or upgraded car ONLY. Entrant must own copyright in photos submitted. All entries become the exclusive property of Sponsor and will not be returned.

Neither Shell Oil Products US, nor its respective officers, directors, employees or agents are responsible for interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software or telephone transmissions or technical failures, Internet Service Provider/network/website accessibility or availability, garbled or jumbled transmissions or other errors of any kind, whether human, mechanical or electronic; including without limitation the incomplete, incorrect or inaccurate capture of entry information. Sponsor reserves the right, in its sole discretion, to disqualify any individual found tampering (or attempting to tamper) with the entry process, the website, or the Contest. Any attempt by an entrant to deliberately damage the website or undermine the legitimate operation of the Contest is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such entrant to the fullest extent permitted by law, including criminal prosecution. In case of dispute as to identity of entrant, entry will be declared made by the authorized account subscriber of the email account, who must comply with these Contest Rules. Sponsor reserves the right, at its sole discretion, to cancel/suspend/modify the Contest, if it becomes corrupted in any manner, or due to fraud or other occurrences beyond Sponsor's control it cannot be conducted as originally planned.

3. **Entries:** Each entrant represents that the photos submitted have never been published and have not previously won any other contest award. Each entrant further represents that use thereof does not infringe third party rights (including those of any photographer), is suitable for publication and the right to submit it is not restricted by copyright. Entry cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Entries not complying with all rules are subject to disqualification at Sponsor's sole

discretion. No correspondence regarding entries will be entered into with entrants. All entries, including photos submitted become the exclusive property of Sponsor and will not be returned. With respect to photos entered, entrant unconditionally assigns and transfers to Sponsor all rights, title, interest and claims, including, without limitation, the copyright therein. Sponsor shall have right to use, alter, assign or dispose of such entries and photos however it sees fit without approval of entrants. In order to accept the prize, except where prohibited, entrant will be required to grant the Sponsor the right to use entrant's name, image, likeness and biographical materials, as well as entrant's photos submitted, for advertising, publicity and promotion purposes including, without limitation, online announcements without additional compensation, unless prohibited by law. By participating in this Contest, you acknowledge and agree that Sponsor may collect the personal information submitted by you, and use the information pursuant to Sponsor's privacy policy available on-line at www.shell.com/us/vpower.

4. Judging: Judging will take place on or about October 4-18, 2006. All entries will be judged based on the following criteria: (#1) 34% based on innovation of modifications, (#2) 33% based on relevance to theme and (#3) 33% creativity. An independent qualified panel of judges, whose decisions are final and binding on all matters relating to this contest, will judge all eligible entries to select the winners. In the event of a tie, the tie will be broken based on the highest score in criteria #1 and continuing thereafter in each criteria until the tie is broken.

5. PRIZES/APPROXIMATE RETAIL VALUE (ARV). Grand Prize – One (1) A \$500 Shell Gasoline Card- ARV -\$500. Gasoline Cards may be used for the purchase of goods and services at Shell locations in the US and are subject to all terms and conditions stated thereon. Taxes on prizes are winners' responsibility. If prize is returned as undeliverable, or any prize documentation is not submitted as required by Sponsor, the corresponding prize will be forfeited.

6. General: By participating in this promotion, entrants agree to abide by and be bound by these Contest Rules and the decisions of the judges which are final in all matters relating to this promotion. Participants waive the right to assert as a cost of winning a prize any and all costs of redemption and any liability which might arise from redeeming or seeking to redeem said prize, or from use, misuse, acceptance or possession of said prize. By participating, entrants agree to release Shell Oil Products US, its parents, affiliates, subsidiaries and agents, including without limitation its advertising and promotion agencies, and each of their respective directors, employees and officers (collectively "Releasees"), from any and all liability arising from or in connection with participation in this promotion, or the awarding, receipt or use of any prize. By entering, entrants further agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, 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. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Houston, TX for any legal action related to the Contest.

7. Limitations of Liability: Sponsor and other Releasees are not responsible for any attempt by an entrant or other individual to deliberately damage or undermine the legitimate operation of this promotion, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Sponsor's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. Participant engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won.

8. Winners List: For the name of the Prize winner, visit www.shell.com/us/vpower after October 18, 2006 and before January 1, 2007.

9. Sponsor: Shell Oil Products US, 910 Louisiana Street, Houston, TX 77002