OFFICIAL RULES OF THE CLOSE OUT THE TOUR SWEEPSTAKES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND_WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: The CLOSE OUT THE TOUR Sweepstakes ("Promotion") is open only to natural persons who are legal residents of the fifty (50) United States of America or the District of Columbia, excluding New Jersey and Virginia and who are at least eighteen (18) years of age at the time of entry and have a valid social security or tax ID number. Promotion may only be entered from and in eligible jurisdictions. Promotion Entities (defined below) and their respective parent, subsidiary and affiliate companies, employees, agents, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. In the event of a dispute as to the identity of an entrant, the authorized account holder of the Fuel Rewards account will be deemed to be the entrant. Promotion Entities may request any potential winner to provide proof that such person is the winner. All potential winners are subject to verification before any prize will be awarded. Subject to all applicable, federal, state, and local laws and regulations. Void where prohibited. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Sponsor: The Sponsor of the Promotion is Equilon Enterprises d/b/a Shell Oil Products US ("Sponsor"). The Promotion is being conducted in conjunction with Excentus Corporation ("Excentus"), the provider of the Fuel Rewards program, and Live Nation Worldwide, Inc. ("Live Nation"), which will be selecting the winners and fulfilling the prizes. Sponsor, Excentus and Live Nation are collectively referred to herein as "Promotion Entities."

Timing: The Promotion period begins at 12:00 PM Pacific Time on June 15, 2015 and ends at 11:59 PM Pacific Time on August 30, 2015. Excentus' clock is the official time keeping device of the Promotion.

How To Enter: There are three (3) ways to enter:

1. Via Text Message Fuel Rewards[®] Program Registration: Send a text message with the Keyword LIVE to UFUEL to register for the Fuel Rewards program. You will receive 2 messages to complete the registration process which includes providing your name, email address, zip code, and creating a password. Once you have joined, new member will be sent a Member ID which may be saved to their phone, Passbook or Google Wallet. You may be charged text and data rates for the text messages according to the terms in your wireless calling plan. Text messaging and wireless service are not available in all areas. You may text STOP to UFUEL to opt out, or HELP to UFUEL for more information. Promotion Entities reserve the right to transmit one (1) winner message at the conclusion of the Promotion. By registering in the Fuel Rewards Program, you are automatically entered into the sweepstakes.

2. Via Internet Fuel Rewards[®] Program Registration, visit the Promotion registration page located at <u>https://join.fuelrewards.com/livenation</u>. You will be asked to complete registration for Excentus' Fuel Rewards program by providing your name, email address, zip code, mobile phone number and creating a password

3. To enter via mail-in for existing Fuel Rewards[®] program members, submit your entry by mailing your full name, state of residence, and your email address or phone number (for contact if you are a potential winner) in a stamped envelope via United States Postal Service to:

Live Nation - CLOSE OUT THE TOUR Sweeps Attn: Monica Calderon 7060 Hollywood Blvd. Hollywood, CA 90028.

All mail-in entries must be postmarked no later than August 30, 2015 and received no later than September 7, 2015.

For all entries: LIMIT ONE (1) ENTRY PER PERSON. Each participant is eligible to submit up to one (1) Promotion entry during the Promotion Period, regardless of method or combination of methods of entry or number of entries submitted. Multiple entrants are not permitted to share the same email address or other relevant account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated technology or system to participate is prohibited and will result in disqualification. Any automated receipt (such as one confirming delivery of text message or e-mail) does not constitute proof of actual receipt by the Promotion Entities of an entry. Promotion Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. All entries become the property of the Promotion Entities and none will be acknowledged or returned.

Prizes: One (1) Grand Prize; Forty Five (45) First Place Prizes.

Grand Prize: One (1) Rock Flight® which includes two (2) reserved seat tickets to Zac Brown Band at Cruzan Amphitheatre in West Palm Beach, FL scheduled to take place on November 15, 2015; a meet and greet with members of Zac Brown Band for winner and one (1) guest, roundtrip, coach class air transportation for two (2) from the major airport nearest grand prize winner's home within the U.S. to West Palm Beach. Florida, departing November 14, 2015 and returning November 16, 2015; one (1) double occupancy standard hotel room for two (2) nights/ three (3) days; and a \$200.00 pre-paid cash card to use toward ground transportation or other incidental expenses. Selection of airline, hotel, concert seat locations, and meet and greet time and location are solely within Live Nation's discretion. Meet and greet subject to artist availability. All other expenses not specifically mentioned herein are solely the winner's responsibility. Live Nation reserves the right to provide ground transportation in lieu of air transportation if the winner resides within two hundred (200) miles from concert venue. Winner and guest(s) must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation into disrepute. Winner will be required to provide a credit card to hotel to cover incidentals which are not included in prize package. Travel must take place on the day prior to the confirmed concert and return the day following the concert. If winner is unable or unwilling to travel on the dates specified, the prize will be forfeited and may be awarded to an alternate winner. All travel subject to availability and restrictions. Winner and travel quests must travel on same itinerary. If winner is a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A minor may accompany winner as a travel quest only if the winner is the minor's parent or legal quardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Winner and travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip. Promotion Entities are not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Promotion Entities are not responsible and will have no liability if the winner and/or his/her guest is for any reason not permitted to travel by the relevant airport authorities or misses a flight or other travel element. An unclaimed and/or unused prize element will remain the property of Live Nation. Resale of tickets is prohibited. Approximate Retail Value of the grand prize is: Two Thousand Four Hundred Dollars and No Cents (\$2400.00), depending upon winner's point of travel origin and airfare fluctuations at the time of taking the trip. Any difference between stated approximate retail value and actual value of prize will not be awarded.

First Prizes: Forty Five (45) First Place prizes each consisting of one (1) \$50 Ticketmaster Ticket Cash[™] codes ("Code"). The Code is redeemable only on the Ticketmaster website located at www.ticketmaster.com/shell. The Code is a one-time use only voucher code good toward \$50-off the final ticket purchase price for participating events in the United States on ticketmaster.com, based on availability under this program. Code cannot be used toward VIP Nation®, TicketsNow® or Major League Baseball events, or events at AEG venues or at venues not ticketed by Ticketmaster, fan clubs, ticket packages or shipping charges. Exclusions may apply to TM+ and TicketExchange[™] tickets and Official Platinum Seats not sold directly by Ticketmaster. All ticket purchases are subject to the Purchase Policy found at http://www.ticketmaster.com/h/purchase.html. Code must be redeemed by 11:59 PM PT on December 31, 2015, while supplies last. A Code can be used only once. One Code per transaction. Codes are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Codes contain or are the result of a printing, seeding, typographical, mechanical or other error(s), or do not contain proper security devices (an "irregular Code"). Any attempt to obtain or generate multiple Codes and/or irregular Codes and/or to use multiple names, email addresses, phone numbers and/or any fraudulent or other non-permissible mechanisms to obtain Codes, as determined by Live Nation in its sole discretion, shall give Live Nation the right to disgualify user. The Code has no cash value and cannot be exchanged for cash or credit, except as required by law. The Code cannot be sold or bought. Void if sold or exchanged for compensation. Any unused value will be forfeited. The Code cannot be combined with other product offers or promotions. Items purchased with a Code are for personal use or gifts only, and are not valid for resale. Codes cannot be used for past purchases or offers. Use of a Code for unauthorized advertising, marketing or other promotional purposes is strictly prohibited. The Code cannot be replaced if lost or stolen and Live Nation is not responsible for any damage or loss resulting from unauthorized use. The Code is void where prohibited by law. Full Code Terms of Use apply and may be found at www.ticketmaster.com/shell. If a Code is used in violation of the Code Terms of Use, Live Nation reserves the right to (a) cancel any ticket order, or (b) charge user's credit card for value of tickets after shipment. Once tickets are issued, they cannot be exchanged for other tickets or merchandise. Approximate Retail Value of each First Place Prize is: Fifty Dollars and Zero Cents (\$50.00).

For all prizes: Approximate Retail Value of all Prizes is: Four Thousand Six-Hundred and Fifty Dollars (\$4,650.00). Odds of winning a prize depend on the number of eligible entries received. There will be only one prize per winner. Lost or stolen prizes will not be replaced. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of winners. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made except at the sole discretion of Promotion Entities. Winners agree to accept the prize "as is", and entrants hereby acknowledge that Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize, including express warranties (if any) provided exclusively by a prize supplier that are sent along with the prize. Any valuation of the prizes stated above is based on available information provided to Promotion Entities and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes. Each winner must provide Live Nation with a valid taxpayer identification number or social security number before any prize will be awarded. A Form 1099 will be issued to the winner for value of prize \$600 or more.

Selection and Verification of Potential Winners: Live Nation will randomly select one (1) Grand Prize winner on or around September 8, 2015. Once Grand Prize winner has been verified by Excentus, Live Nation will randomly select forty five (45) First Place winners from all remaining eligible entries. The Promotion Entities' decisions as to the administration and

operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Promotion Entities reserve the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Promotion, or obtained winner status using fraudulent means.

All potential winners are subject to verification by Promotion Entities. Promotion Entities will not accept screen shots or other evidence of winning in lieu of its validation process. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each potential prize winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (Affidavit) (except where prohibited), which must be received by Prize Provider within seventy-two (72) hours of the time notice or attempted notice is sent, in order to claim a prize (if applicable). If a winner is a minor in his or her state of residence, the Affidavit must also be executed by the winner's parents or legal guardians. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), declines the prize or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that a potential winner is disgualified for any reason, Prize Provider will award the corresponding prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these Official Rules. Only three (3) alternate winners will be selected, after which the prize will remain un-awarded.

Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Promotion Entities' use of winner's name, social media identity, likeness, photograph, voice, opinions, hometown and state for promotional purposes in connection with this Promotion in any media, worldwide, without further payment or consideration.

Privacy: Information submitted by entrants during the Fuel Rewards registration process will be collected by Excentus' systems based in the United States and such collection will be subject to applicable United States laws. Information submitted by entrants using the mail-in entry method will be collected by Live Nation and used solely for inclusion in the random drawings, winner verification and notification, and prize fulfillment. Information submitted by entrants using the mail-in entry method will be collected by Live Nation and used solely for inclusion in the random drawings, winner notification, and prize fulfillment. In either case, entrants may withdraw personal data upon request; however, entrant will be disqualified if personal data is withdrawn prior to the determination of the winners and fulfillment of the prizes. Information submitted by entrants during the Fuel Rewards' registration process is subject to Excentus' privacy policy: https://www.fuelrewards.com/fuelrewards/privacy-policy. Entrant's participation in this Promotion constitutes consent for Promotion Entities to use entrant's personal information solely for the purpose of administering the Promotion and awarding the prizes, unless entrant has opted to receive e-mail communications or SMS messages from Excentus. For information regarding Sponsor's privacy policy, please visit: http://www.shell.us/about-our-website/privacy-policy.html.

Errors and Unauthorized Activity: Promotion Entities are not responsible: (1) for 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) for technical and/or communications malfunctions, errors or failures of any kind; (3) for unauthorized human intervention in any part of the Promotion; (4) for technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) for 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 Promotion or receipt or use or misuse of any prize; or (6) if the Promotion cannot take place or if any prize cannot be awarded due to acts of war, natural disasters, weather or acts of terrorism. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Promotion

Entities at their discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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, unawarded, eligible prize claims. Promotion Entities reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promotion Entities' reasonable control impairs the integrity or proper functioning of the Promotion Game, as determined by Promotion Entities in their sole discretion. In such event, Promotion Entities reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Promotion Entities reserve the right, at their sole discretion, to disqualify any individual it suspects or finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promotion Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Promotion Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Release: By participating in the Promotion, entrant (a) releases Promotion Entities, promotional agencies, wholesalers, retailers, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, from any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with the Promotion, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledges that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, without limitation, the prize quality or availability.

Disputes: As a condition of participating in the Promotion, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Promotion or the prizes awarded, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Promotion Entities reserve the right to modify prize award procedures. The Promotion and these Official Rules, and the validity, construction, performance, and enforcement thereof, shall be governed by and construed in accordance with the laws of 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.

Winner's List: To obtain a list of the names of winners, mail your request and a selfaddressed, stamped envelope, up to sixty (60) days after the close of the Promotion, to CLOSE OUT THE TOUR SWEEPS WINNERS LIST, c/o Live Nation Worldwide, Inc., 7060 Hollywood Blvd., Hollywood, CA, 90028, Attention: Sweeps Dept / M. Calderon.

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Fuel Rewards is a registered trademark of Excentus Corporation.

Live Nation and Excentus are not sponsors of this Promotion. Live Nation is not responsible for the administration of this Promotion or the verification of winners. Live Nation will fulfill the prizing for this Promotion. All inquiries regarding this Promotion should be directed to Sponsor and not Live Nation.