

## Shell Canada

### Shell Eco-marathon 2020 Mini Challenge

#### Official Rules for Participating Canadian Shell Eco-marathon Americas 2020 Teams

#### No Purchase Necessary

#### WHAT IS THE SHELL ECO-MARATHON 2020 MINI CHALLENGE?

#### CHALLENGE SCOPE

1. The Shell Eco-marathon 2020 Mini Challenge (the “**Contest**”) is a competition among Teams (as defined below) of students attending high school or post-secondary institutions across Canada, who are registered to compete in Make the Future California, featuring Shell Eco-marathon Americas 2020. The purpose of the Contest is to increase awareness and knowledge about energy use in transport among Canadian students. The Contest will be run in both English and French and shall consist of two challenges (each a “**Challenge**” and collectively the “**Challenges**”): (i) the Shell Eco-marathon Unveiling Event (“**Unveiling Event Challenge**”); and (ii) the Social Media Challenge (“**Social Media Challenge**”). Teams may elect to enter one or both Challenges. Regarding the Social Media Challenge, Teams may elect to compete in respect of their Facebook account, Twitter account, Instagram account or YouTube account; provided that each Team is only eligible to win in respect of one these four accounts.

#### SPONSOR

2. The Contest is sponsored and administered by Shell Canada Limited, 400 4th Ave SW, Calgary, AB, T2P 2H5 (the “**Contest Sponsor**”).

#### ELIGIBILITY

3. Each participating Team shall enter the Contest by way of a Team representative (“**Team Lead**”). Individual entrants are not permitted. For the purposes of these Rules, a “**Team**” is a group of individuals who meet all of the eligibility requirements for a team pursuant to the official rules of Shell Eco-marathon Americas 2020, an eco-car racing event to be held in Sonoma, California from April 1 – 4, 2020 (the “**Race Event**”). The Race Event official rules can be obtained at [www.shell.com/global/environment-society/ecomarathon/events/americas.html](http://www.shell.com/global/environment-society/ecomarathon/events/americas.html).
4. To be eligible to enter the Contest and to participate in either or both of the Challenges, a Team must have successfully completed Phase II of the Race Event registration, and all Team members must be currently registered as students at a Canadian high school or post-secondary institution. (Note: if a participant is a minor and less than the age of majority in his or her Province or territory of residence (a “**Minor**”), then the Minor’s parent or legal guardian must provide his or her consent to the Minor prior to submitting an entry and, if selected as a potential recipient of a Prize (as defined below), his or her parent or legal guardian must also sign any necessary release form required). Only those Teams who have successfully

registered and pass Phase III of the Race Event shall be eligible to win any Challenge and receive a Prize.

Teams are not eligible to enter the Contest or participate in any of the Challenges if any member of the Team is an employee, agent, contractor, or representative of the Contest Sponsor or its affiliates, subsidiaries, or participating advertising and promotional agencies, or if any Team member is an immediate family member of, or resides with, any person who is an employee, agent, contractor, or representative of the Contest Sponsor or its affiliates, subsidiaries, or participating advertising and promotional agencies. For the purpose of these rules, "immediate family member" means spouse, mother, father, parent, legal guardian, sister, brother, son or daughter (or any such person's respective spouses).

## CHALLENGE PERIOD

5. The Contest will vary in length of time for each Challenge. Participating Teams must register for one or both of the Challenges between Monday, January 6, 2020 at 00:01 (MST) and Friday, January 17, 2020 at 23:59 (MST) (the "**Registration Period**"). See Clause 6 for details.

To qualify for entry in the Unveiling Event Challenge, participating Teams must hold their required event between Friday, February 1, 2020 at 00:01 (MST) and Friday, March 13, 2020 at 23:59 (MST) (the "**Unveiling Challenge Period**").

To qualify for entry in the Social Media Challenge, participating Teams must post and compete for the most "likes", "followers" or "views" (as applicable) obtained between Monday, January 20, 2020 at 13:00 (MST) and Monday, March 16, 2020 at 13:00 (MST) (the "**Social Media Challenge Period**").

The Social Media Challenge Period together with the Unveiling Challenge Period are referred to as the "**Challenge Periods**". See Clause 6 for details.

All requirements for each Challenge in which a Team has entered must be completed within the applicable Challenge Period.

## HOW TO ENTER

6. Eligible Teams can register for and enter the Contest by having their Team Lead fully complete a Contest Entry Form (available from the Contest Sponsor), indicating which Challenge(s) the Team has elected to enter, and submitting the completed entry form by e-mail to the Contest Sponsor at [SCAN-MiniChallenge@shell.com](mailto:SCAN-MiniChallenge@shell.com), subject line: Shell Eco-marathon 2020 Mini Challenge. For clarity, a Team may enter to participate in either one or both of the Challenges. Maximum of one entry per Team per Challenge. The completed entry form must be received by Contest Sponsor between Monday, January 6, 2020 at 00:01 (MST) and Friday, January 17, 2020 at 23:59 (MST). Entries received outside of this time period, or incomplete entries, will not be eligible for participation in the Contest.

The Contest Sponsor is not liable for late, incomplete, lost, misdirected, illegible or distorted entries. All entries received after the Registration Period, or which do not meet the eligibility criteria, will be void. The date and time of receipt of entries, and all other submission requirements of the Contest, will be based on the time of receipt as determined by the Contest Sponsor in its sole discretion.

## THE CHALLENGES

7. Teams participating in either, or both, of the Challenges are expected to follow all guidelines provided by the Contest Sponsor, with safety in mind, and comply with all applicable laws during the course of the Challenge.
8. All information relating to the Contest and each of the Challenges will be distributed by the Contest Sponsor to eligible Teams by email and additional copies of the Challenge terms and conditions will be available upon request from the Contest Sponsor by emailing [SCAN-MiniChallenge@shell.com](mailto:SCAN-MiniChallenge@shell.com), subject line: Shell Eco-marathon 2020 Mini Challenge.
9. Teams will not be expected or required to purchase any extra supplies or materials to participate in the Contest, provided that the Contest Sponsor is not responsible for any costs associated with completion of any Challenge, unless expressly stated in these Rules.
10. Teams must provide proof of completion of any Challenge, as determined by the Contest Sponsor. This may include (but is not limited to) uploading photos of completed Challenges and activities or examples of the Team's work. The Contest Sponsor reserves the right to require supplementary proof of completion of any Team's Challenge submissions. Failure to provide further requested proof may result in retraction of any Prizes awarded for a particular Challenge and/or disqualification of the Team from the Challenge at the sole discretion of the Contest Sponsor.

## UNVEILING EVENT CHALLENGE

11. In order to be eligible for the chance to win a Prize, Teams registered to compete in the Unveiling Event Challenge must plan and host a public event (the "**Unveiling Event**"), not to exceed one day, that engages their school, and/or current sponsors and/or the local community and focuses on raising awareness of the Race Event and/or energy efficiency and technology in transportation. Certain reasonable costs of light refreshments and non-alcoholic beverages (the "**Refreshments**") served at each participating Team's Unveiling Event will be covered by the Contest Sponsor, provided that Sponsor will only provide a maximum of one thousand Canadian dollars (\$1,000.00) to those Teams participating in respect of each Canadian university or high school (each an "**Educational Institution**"). Teams from the same Educational Institution are permitted and encouraged to jointly host an Unveiling Event. For clarity, in the event that more than one Team is associated with a particular Educational Institution, then all Teams whose members attend the Educational Institution will be required to equitably distribute and share the \$1,000 Refreshment credit. In order to receive funding in respect of the Refreshments, the Team's catering vendor of choice must accept MasterCard payment directly from Contest Sponsor. Teams must consult with and receive approval from Sponsor prior to incurring any costs related to Refreshments in order to ensure that the costs will be reimbursed by Sponsor. For clarity, light refreshments may include cookies, cake, pizza, coffee/tea, soft drinks or juice for a general public audience; any refreshments outside of these guidelines must be pre-approved by the Contest Sponsor. Alcoholic beverages **may not be served** at or as part of the Unveiling Event. Any Team that is found serving, providing or promoting alcoholic beverages at its Unveiling Event will be disqualified. Participating Teams will be responsible for the planning and execution of the Unveiling Event, including securing a public venue, event promotion and ordering food. The contact details of the catering company are to be provided to the Contest Sponsor and the Contest Sponsor is to be invoiced directly once all requested expenses have been approved by Sponsor.

12. The Unveiling Event may occur at any time during the Unveiling Event Challenge Period (see Clause 5). The date, time and location of each participating Team's Unveiling Event must be provided to, and approved by, the Contest Sponsor at least two weeks prior to the Unveiling Event.
13. Each confirmed Unveiling Event will be provided with a "Shell Eco-marathon Americas" branded sign, which must be visible in photographs and to attendees. Photographs depicting attendance at the Unveiling Event must be provided to the Contest Sponsor. Teams that fail to provide Unveiling Event photographs will be disqualified from the Unveiling Event Challenge draw. Falsification of the Unveiling Event photographs or any portion thereof will result in disqualification of that Team. Photographs and an approximate guest count, and links to any media about the team Unveiling Event, must be submitted to the Contest Sponsor at [SCAN-MiniChallenge@shell.com](mailto:SCAN-MiniChallenge@shell.com), subject line: *Shell Eco-marathon 2020 Mini Challenge* by no later than 23:59 (MST) on Sunday, March 15, 2020. Each participating Educational Institution will be entered into a draw for the chance to win one of six (6) Prizes. The draw will take place at 13:00 (MST) on Monday, March 16, 2020.
14. The Unveiling Event prizes will be drawn with respect to each Educational Institution, rather than by individual Team. All Teams from a single Educational Institution will not be eligible to receive more than the value of one Prize, \$2,500.00 CAD.

For clarity, Teams from Educational Institutions with more than one Team may elect to divide the total Prize, of a value of \$2,500.00 CAD, among the participating Teams from that Educational Institution.

## **SOCIAL MEDIA CHALLENGE**

15. The goal of the Social Media Challenge is to gain the largest amount of support over the other participating Teams via social media. Each competing Team may elect to compete for the most "Likes" on the Team's Facebook Page, the most "followers" on the Team's Twitter account, the most "followers" on the Team's Instagram account or the most views of new Team-produced videos posted to the Team's YouTube account; provided that each Team is only eligible to win in one of these four categories. For purposes of the Social Media Challenge, the social media account must be one that is held by the Team and not a personal account held by an individual Team member. One winning Team will be designated for each of the four following forms of social media: Facebook, Twitter, Instagram and YouTube.
16. Teams registered to compete on Facebook, Instagram and Twitter are required to post a minimum of once weekly per social media account, a minimum of eight (8) posts throughout the Social Media Challenge Period (see Clause 5). Failure to post the minimum number of posts as outlined above will be disqualified.
17. If you don't have a Facebook, Twitter, Instagram or YouTube account, there is no cost to create one at [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com), [www.instagram.com](http://www.instagram.com) or [www.youtube.com](http://www.youtube.com), respectively. Creation of any such account requires each Team to agree to Facebook, Twitter, Instagram or YouTube's Terms of Service and Privacy Policy, available at:  
Facebook: [www.facebook.com/page\\_guidelines.php](http://www.facebook.com/page_guidelines.php);  
Twitter: [www.twitter.com/tos](http://www.twitter.com/tos) and [www.twitter.com/privacy](http://www.twitter.com/privacy);  
Instagram: <https://help.instagram.com/478745558852511> and [https://help.instagram.com/155833707900388/?helpref=hc\\_fnav](https://help.instagram.com/155833707900388/?helpref=hc_fnav); and/or

YouTube: <https://www.google.com/intl/en/policies/privacy/> respectively.

18. In order to be included in the Social Media Challenge, each participating Team must submit to Contest Sponsor during the Registration Period an official Facebook, Twitter, Instagram or YouTube fan page link via the official registration form. The Contest Sponsor will save a screenshot of the Facebook, Twitter and Instagram accounts at 13:00 MST on Monday, January 20, 2020 and a second screenshot at 13:00 MST on Monday, March 16, 2020 for purposes of determining the number of “likes” or “followers” obtained during the Social Media Challenge Period (for clarity, “likes” or “followers” obtained prior to the start of the Social Media Challenge will not be included in the calculation). The Contest Sponsor will be the official timekeeper for all such results including a minimum of weekly posting and increase in number of likes, followers. Teams must ensure that their social media accounts are open to the public and visible by the Contest Sponsor; it is the responsibility of each Team to ensure that its privacy settings are set accordingly.
19. In order to be included in the Social Media Challenge, YouTube links must be submitted via email to the Contest Sponsor at the go-live date of any Social Media Challenge YouTube video (each a “**Challenge Video**”), which must occur during the Social Media Challenge Period. To qualify, Challenge Videos must incorporate energy use or energy efficiency in Canada. The Contest Sponsor will save a screenshot of the Challenge Video at the time it receives notification that the Challenge Video has gone live and a second screenshot at 13:00 MST on Monday, March 16, 2020 for purposes of determining the number of views obtained during the Social Media Challenge Period. The Contest Sponsor will be the official timekeeper for all such results. Teams must ensure that their YouTube accounts are open to the public and visible by the Contest Sponsor; it is the responsibility of each Team to ensure that its privacy settings are set accordingly.
20. Social Media Challenge participants consent to the use, editing, and publication of their Challenge Video(s) by or on behalf of the Contest Sponsor in its sole discretion and in perpetuity by the Contest Sponsor, including publication of the name(s) of the Team and Team members appearing in the Challenge Video(s). Such use includes, but is not limited to, future promotions, advertising campaigns and/or marketing materials of the Contest Sponsor. By participating in the Challenge, Teams and all participants relinquish any and all publishing rights associated with the Challenge Video(s) and shall not receive any payment, royalty or any other compensation from the Contest Sponsor for use or publication of a Challenge Video.
21. All costs associated with creating and submitting a Challenge Video are the submitting Team’s responsibility. The Contest Sponsor will not reimburse or be responsible for any residual costs or costs incurred in making or submitting any Challenge Video(s).
22. All content and media posted on a Team social media account must be original, must not have been submitted in a previous Challenge, and Teams must not use copyrighted materials without consent of the owner. Each Team is responsible for obtaining consent from each person whose image appears in a Challenge Video. Contest Sponsor will not support any offensive or defamatory content and publicizing such content may result in Team disqualification at the sole discretion of the Contest Sponsor. Challenge participants must comply with all policies and rules of the social media host used and all applicable federal and provincial laws.

23. Social media accounts do not need to be new accounts but must be active accounts during the Social Media Challenge Period. Teams are encouraged to post topics relating to the Shell Eco-marathon and to hashtag #SHELLECOMARATHON or tag for message amplification.

Twitter: @Shell\_Canada

Instagram: @Shell\_Ecomarathon

## **SELECTION OF POTENTIAL WINNERS**

24. To be eligible for the chance to win either Challenge and receive a Prize, Teams must have successfully registered and passed through Phase III of the Race Event.
25. The draw for six (6) potential winners of the Unveiling Event Challenge will be held at or about 13:00 MST on Monday, March 16, 2020, at the offices of Shell Canada Limited (400 4th Ave SW, Calgary, AB, T2P 2H5). Potential winners will be notified via the email address provided at the time of entry. In the event that a potential winner does not respond to Contest Sponsor's notification within 3 days, then an alternate potential winner will be chosen.
26. Potential winners of the Social Media Challenge will be determined at or about 13:00 MST on Monday, March 16, 2020, at the offices of Shell Canada Limited (400 4th Ave SW, Calgary, AB, T2P 2H5). Potential winners will be notified via the email address provided at the time of entry. In the event that a potential winner does not respond to Contest Sponsor's notification within 3 days, then an alternate potential winner will be chosen.

### **Unveiling Event Challenge**

Each Educational Institution with a Team or Teams that participate in the Unveiling Event Challenge, with Team(s) submitting Unveiling Event photographs in accordance with the requirements set forth in Clause 13, will be entered into a draw for the chance to win one of six (6) Prizes. Contest Sponsor will randomly select six (6) potential winners from among all eligible entrants.

For Clarity: The Unveiling Event prizes will be drawn for with respect to each Educational Institution, rather than by individual Team. No single Educational Institution will be eligible to receive more than the value of one prize, \$2,500.00 CAD. All Teams from a single Educational Institutions with more than one Team may elect to receive two prizes of \$1,250.00 CAD each, provided the total single prize value is no more than \$2,500.00 CAD.

### **Social Media Challenge**

The following Teams will be the four potential winners of the Social Media Challenge:

- 1) the Team with the most "Likes" on its Team Facebook page obtained during the Social Media Challenge Period, and a minimum of one post weekly throughout the duration of the Social Media Challenge Period (as determined by Contest Sponsor);
- 2) the Team with the most "Followers" on its Team Twitter account obtained during the Social Media Challenge Period, and a minimum of one post weekly throughout the duration of the Social Media Challenge Period (as determined by Contest Sponsor);
- 3) the Team with the most "Followers" on its Team Instagram account obtained during the Social Media Challenge Period, and a minimum of one post weekly throughout the

- duration of the Social Media Challenge Period (as determined by Contest Sponsor); and
- 4) the Team with the most user “views” on its most viewed new YouTube video posted during the Social Media Challenge Period (as determined by Contest Sponsor).

If a Team is the top Team in more than one of the foregoing social media categories, then such Team will only be eligible to win in one of these categories. Such Team will be a potential winner in the category in which they have received the greatest percentage increase in “Likes”, “Followers” or “Views”, as the case may be, as compared to the time immediately preceding the Social Media Challenge Period (as determined by Contest Sponsor in its sole discretion). In such case, the Team with the next most “Likes”, “Followers” or “Views” (as applicable) will be determined to be the potential winner in the other category.

27. Only the Prizes stated herein will be awarded, subject to Clause 39. In no event will the Contest Sponsor be responsible for awarding more than the number of Prizes. In the event of a tie between one or more Teams in respect of any Challenge, then Contest Sponsor reserves the right, in its sole discretion, to break the tie and award only the Prizes stated herein by random drawing among the eligible Teams.

**Followers, likes and views must be authentic accounts. Any purchased follows, likes or views will result in disqualification.**

## **PRIZES**

28. The following prizes will be awarded in the Contest (each a “Prize” and collectively the “Prizes”).

### **Unveiling Event Challenge**

There will be six (6) Prizes awarded by random draw in the Unveiling Event Challenge.

Six (6) Prizes to be awarded, each valued at \$2,500.00 CAD:

Subject to Clause 14 herein, winners will receive funds by prepaid gift cards in Canadian currency (CAD) for use in travel to and from Sonoma, California.

No Prize shall be distributed until all Contest winners are announced, and subsequent receipt by the Contest Sponsor of the Winners Release form, signed by the Team Lead on behalf of the Team.

Each Prize is provided with the intent that the funds will be used by the winning Educational Institution’s Team(s) for vehicle shipment, trailer rental, cost of travel (flight, fuel or food) or accommodations for Make the Future, California featuring Shell Eco-marathon Americas 2020 in Sonoma, California, April 1-4, 2020.

Approximate retail value of each Prize is \$2,500.00 CAD.

Approximate retail value of all Unveiling Event Prizes: \$15,000.00 CAD.

### **Social Media Challenge**



There will be four (4) Prizes awarded in the Social Media Challenge, each consisting of prepaid gift cards, each prize valued at \$500.00 USD, to help with the cost of meals at Sonoma Raceway or for hotel accommodations while at Make the Future, California featuring Shell Eco-marathon Americas, in Sonoma, California, April 1-4, 2020.

One of the four Social Media Challenge Prizes will be awarded in each of the social media categories: Facebook account, Twitter account, Instagram account or YouTube videos; provided that each team is only eligible to win in respect of one of these four accounts.

The Prize will be delivered upon Team registration at Shell Eco-marathon Americas 2020 in Sonoma, California.

Approximate retail value of all Social Media Challenge Prizes: \$2,000 USD.

### **Participation Prizes**

Each Team that participates by hosting an Unveiling Event and competing in at least one Social Media Challenge and completes Phase III registration for the Race Event by the appropriate deadlines will receive Shell Eco-marathon Americas 2020 branded apparel for each registered Team member participating in Sonoma, to a maximum of fifteen (15) Team members (“**Apparel Prize**”). For schools with two participating Teams, the Apparel Prize will be made available for up to fifteen (15) members of each Team attending and participating at Shell Eco-marathon Americas 2020 in Sonoma. The approximate retail value of each Apparel Prize is dependent on the number of Team members coming to Sonoma, approximately \$100.00 CAD per individual to a maximum of \$1,500.00 CAD per Team.

### **All Prizes**

The total approximate retail value of all Contest Prizes is dependent on the final number of Team members and Apparel Prize winners.

### **ODDS OF WINNING**

29. Odds of winning each Challenge depend on the number of Teams entered for each Challenge. Limit of one entry per Team per Challenge.

### **WINNER DECLARATION AND AWARDING OF PRIZES**

30. A potential winner is not a Prize winner unless and until potential winner’s eligibility has been verified and potential winner has been notified that verification is complete and any necessary documentation has been properly submitted to Contest Sponsor or its authorized representatives. In order to be declared a Contest winner and receive a Prize, each potential winner must meet the following conditions:
- a) verify all contest eligibility requirements and be in full compliance with these Rules; and
  - b) with respect to the Unveiling Event only, correctly answer, within a limited time period, unaided, a mathematical skill-testing question; and
  - c) sign and return a release and privacy/publicity consent in the form provided by Contest Sponsor and return to Contest Sponsor within the time stipulated; and
  - d) accept the Prize as awarded.



If a potential winner is a Minor, then his or her parent or legal guardian must act on his or her behalf in regard to completing the release and privacy/publicity consent and accepting of the relevant Prize on behalf of the potential winner.

31. Confirmed winners of any Prize will receive no compensation or credit other than the Prize awarded. Prizes cannot be exchanged for cash.
32. For all Prizes, the identity of the confirmed winners will be determined in Calgary, Alberta. The determination of the winners or potential winners by the Contest Sponsor is final without right of appeal or review.
33. Before being declared a Challenge winner and receiving a Prize, each Team member from all potential winning Teams will be required to sign a Declaration of Eligibility and Release Form releasing the Contest Sponsor and its associated entities from any and all liability associated with the Challenge or any Prize. Winner declaration is subject to verification of eligibility and compliance with these Rules.
34. In the event that a Team does not meet all of the requirements set out above, is determined to be ineligible to win a Prize, or is otherwise disqualified from the Challenge, the Contest Sponsor may select an alternate Team in its sole discretion.
35. The Contest Sponsor shall have no obligation to the Challenge winners beyond awarding of Prizes and as otherwise outlined in these Rules.
36. All costs, applicable taxes and other fees and expenses not specifically outlined in these Rules and related to the Prizes are the sole responsibility of the winners, including without limitation, all costs of licenses, insurance (including but not limited to out-of-Province health insurance and insurance with respect to vehicle transportation, if applicable) and permits.
37. Prizes are not transferable; no substitutions or equivalents are permitted, except by the Contest Sponsor in its sole discretion or as otherwise provided in these Rules.
38. The Contest Sponsor may, in its sole discretion, without notice, and for any reason, substitute a Prize, or any portion thereof, with a prize or prizes of equal or greater value.

## **INTELLECTUAL PROPERTY**

39. By entering the Contest, each Team represents and warrants to the Contest Sponsor that they own or have secured all rights necessary to publish their Facebook posts, Twitter tweets, Instagram posts and/or YouTube videos and waive all moral rights therein in favour of the Licensees (as defined below).

Any form of plagiarism will result in automatic disqualification. Submitting modified copyrighted material to this Contest may disqualify the entry, at the sole discretion of the Contest Sponsor.

All Teams acknowledge and agree that by entering the Contest, social media entries are submitted on a non-confidential basis. Entrants further grant the Contest Sponsor, its affiliates and agents (collectively "**Licensees**") a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, edit, adapt, publish, translate, create derivative works from and, distribute the social media entries into any form, medium or technology. The foregoing shall include the right, to use them or parts thereof for any advertising, promotional and/or recruiting purposes.

Licensees shall not be required to designate Teams as the creators of the social media entries submitted in the Contest.

Social media entries and all information contained therein become the property of the Contest Sponsor once submitted and will not be returned.

## **INDEMNIFICATION**

40. The Contest winners agree, by accepting a Prize, and each Team member agrees, by entering or participating in the Contest, to release, discharge, indemnify and hold harmless Contest Sponsor, and its parent companies, subsidiaries, affiliates, distributors, retailers, web development companies, advertising and promotional agencies, Facebook, Twitter, Instagram, YouTube, Prize suppliers and any other individuals or legal entities participating in the design, administration or fulfillment of this Contest and their respective officers, directors, employees and agents (collectively "**Released Parties**") from and against any and all liability for any threatened or actual injuries, loss, or damage of any kind to person, including death or disability, and property, arising in whole or in part, directly or indirectly, from participation in this Contest or acceptance, possession, use, or misuse of a Prize, participation in any Contest-related activity or inability to participate in parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, intellectual property infringement, violation of the rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory, and whether or not caused in whole or in part by the negligence of one or more of the Released Parties. Entrants covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit, or rescind this release. A waiver by the Contest Sponsor of any term in these Rules does not constitute a waiver of any other provision.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram or YouTube. Entrants are providing their information to Shell Canada Limited and not to Facebook, Twitter, Instagram or YouTube. By participating in this Contest each entrant agrees to a complete release of Facebook, Twitter, Instagram and YouTube from any claims.

## **LIMITATION OF LIABILITY**

41. In no event will the Released Parties be responsible or liable for any damages or losses of any kind, including without limitation any indirect, incidental, consequential, or punitive damages arising out of this Contest, including without limitation any damages arising out of any Team's access to and use of Facebook, Twitter, Instagram or YouTube.

Without limiting the foregoing, except for any standard warranty that may be provided by the manufacturer of a Prize to the winner, if any, Contest Sponsor has not made, and Contest Sponsor is not responsible in any manner for, any warranties, representations or guarantees, express or implied, in fact or law, relating to any Prize, including but not limited to, mechanical condition, merchantability, fitness for a particular purpose, or non-infringement.

The Contest Sponsor shall not be liable for any problems, errors or negligence that may arise or occur in connection with the Contest.

The Contest Sponsor accept no responsibility for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. The Contest Sponsor will not be responsible for late, lost, illegible, incomplete, falsified, tampered with, altered or destroyed entries and/or registrations and all such entries are void. In the event it is determined that a Team has entered in a fashion not sanctioned by these Rules, the Team will be disqualified and all of the entries submitted by the Team will be void. The Contest Sponsor is not responsible for any typographical, human or other error in the printing of Contest and/or collateral advertising materials, administration of the Contest, processing of the entries or in the announcement of the Prizes, or in any other materials or information associated with the Contest.

The Contest Sponsor will not be liable, and does not assume any responsibility, for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Contest Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Contest Sponsor on account of technical problems, or on account of traffic congestion on the Internet or at any website or any combination thereof.

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, cheating, technical failures, or any other causes, technological or otherwise, which corrupt, disrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Contest, Contest Sponsor reserves the right in its sole discretion (subject to the jurisdiction of the Régie, as defined below) to cancel, terminate, modify or suspend any and all aspects of the Contest, and Contest Sponsor reserves the right, but not the obligation, to select the winners from eligible entries received prior to the date of such action, or as otherwise deemed equitable by Contest Sponsor. Contest Sponsor further reserves the right to disqualify any individual it suspects, in its sole discretion, to be tampering with the entry process or the operation of the Contest, to be cheating, or acting in a non-sportsmanlike or disruptive manner.

## **INTERNET**

42. Contest Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials (including social media posts), or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive information by Contest Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

## **PRIVACY**

43. Information collected from Teams and educational institutions by the Contest Sponsor will only be used and disclosed by the Contest Sponsor or its affiliates to verify registrations, administer the Challenge and for internal analysis of entrant demographics and as may be provided in these Rules or in the [Shell Canada Privacy Policy](#).

44. The Contest Sponsor will not attempt to contact a Team or Educational Institution for any purpose other than to administer the Contest unless the Team or Educational Institution opted in at the time of entry to receive relevant Contest-related email communications from the Contest Sponsor. The Contest Sponsor respects the privacy of all Team members who register for the Contest.
45. Privacy is of paramount importance. Teams are responsible for ensuring that no personal information about individuals is shared publicly as part of any Challenge, unless adequate consent is obtained in advance. Personal information is any information about an identifiable individual and includes any information that can or may be used to identify an individual.
46. Teams that wish to use personal information about their Team members who are Minors must obtain a privacy consent using the Eco-marathon Challenges Minor Consent Form (“**Consent Form**”) which will be available on the Eco-marathon Website, available at [www.shell.com/global/environment-society/ecomarathon/events/americas.html](http://www.shell.com/global/environment-society/ecomarathon/events/americas.html).
47. Consent Forms referenced in the paragraph above must be completed in full (and signed by a custodial parent or guardian if necessary) prior to the Team publicly sharing photos, videos, examples of members’ work, or other personal information about the Team members. The Consent Forms must be retained by the Team for a minimum of one (1) year following the end of the Challenge Periods and must be provided to the Contest Sponsor upon request. Failure to provide the Consent Forms upon request may result in disqualification of the Team from the Contest and forfeiture of any Prize.
48. The collection, use and disclosure of information, including personal information, in connection with the Contest is in alignment with the [Shell Canada Privacy Policy](#).

## LEGAL JURISDICTION

49. By entering the Challenge, each Team member agrees: (i) that any and all disputes, claims and causes of action arising out of or connected with this Challenge or any prize award shall be resolved in accordance with the laws of the Province of Alberta, and (ii) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta over any claim or matter arising under or in connection with the Challenge or these Rules.

## RESIDENTS OF QUEBEC

50. For Teams from Educational Institutions in the Province of Québec, or Team members otherwise residing in the Province of Québec: Notwithstanding Section 49 above, any litigation respecting the conduct or organization of the Contest may be submitted to the *Régie des alcools des courses et des jeux* (“**Régie**”) in Québec for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

## COMPLIANCE WITH RULES

51. All Teams and Team members participating in the Contest must adhere to these Shell Eco-marathon 2020 Mini Challenge Official Rules (“**Rules**”). The Contest Sponsor reserves the right, in its sole discretion, to disqualify any Team that does not comply with these Rules or with any subsequent instructions provided as part of a Challenge.

52. A Team's failure to adhere to any of these Rules, as determined by the Contest Sponsor in its sole discretion, will also render the Team ineligible to participate in any future Eco-marathon Challenge contest and will render such Team ineligible for any Challenge rewards, prizes or compensation of any kind.
53. Teams are solely responsible to review, understand and comply with all applicable policies and procedures, including the policies and procedures of the Educational Institution and/or Educational Institution board related to their Team, regarding eligibility to enter and/or participate in the Contest. Any Team entering in the Contest or participating in the Challenges in violation of any applicable policy or procedure, including a policy or procedure of their school or school board, may be disqualified from the Contest and prohibited from receiving any Prize at the sole discretion of the Contest Sponsor.
54. The Contest Sponsor is not liable for disputes related to the entry, administration of the Contest or any Prize related thereto. All decisions of the Contest Sponsor concerning the eligibility of a Team and/or Team member to participate in a Challenge and/or win a Prize, and any other decisions related to the Contest, are within the sole discretion of the Contest Sponsor and are final with no right of appeal or review.
55. In the event of any discrepancy or inconsistency between the English-language version and the French-language version of these Rules, the English version shall prevail and govern.

#### **TEAM RESPONSIBILITIES**

56. Teams are responsible for the accuracy of all information provided on the Contest Entry Form and must comply with and ensure full compliance by their Team members with these Rules.
57. Safety is of paramount importance for the Contest. All Challenges and activities related thereto must be conducted and completed in a safe manner and in compliance with these Rules and all applicable laws. Undertaking unsafe activities in connection with any Challenge is strictly prohibited. Failure to carry out any Challenge or activity in a safe manner may result in disqualification of the Team from the Challenge and/or revocation of any Prize awarded in connection with the Challenge, as determined by the Contest Sponsor in its sole discretion.
58. Where applicable, winning Teams must have all necessary identification and/or travel documents (e.g., a valid Canadian passport) required for travel and must be able to legally enter the United States and return to Canada.
59. Teams shall not make any announcement concerning the Challenge results without the prior approval of the Contest Sponsor.
60. Teams understand that they may be invited by the Contest Sponsor to speak to national and local media about their Team's participation in the Challenge(s). While participation in media interviews is at the Team's discretion, the Contest Sponsor encourages Teams to participate fully in any opportunities to further educate Canadians about the importance of energy efficiency in transportation (subject to any of the Team's school policies concerning media relations).
61. Team members, their Educational Institution or Educational Institution officials shall not defame or otherwise damage or attempt to damage or undermine the reputation of the Contest

Sponsor or other Challenge participants, and such activity or behavior may result in a Team's disqualification at the sole discretion of the Contest Sponsor.

62. Teams must be truthful regarding their completion of the requirements of the Challenges, information provided as part of a Challenge, and any results achieved during the Contest. A Team or Team member's falsification of documents or tampering with Challenge-related data is strictly prohibited and may, in the Contest Sponsor's sole discretion result in disqualification of the Team.

#### **LIST OF CONFIRMED WINNERS**

63. A full list of confirmed winners will be available upon request by e-mail to the Contest Sponsor, at [SCAN-MiniChallenge@shell.com](mailto:SCAN-MiniChallenge@shell.com), subject line: Shell Eco-marathon 2020 Mini Challenge.

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