

Virginia Oil and Gas Association
Virginia Energy Challenge
Contest
Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

1. Timing: The “Virginia Energy Challenge” Contest (the “Contest”) begins on Oct. 10, 2015 at 9:00 AM Eastern Time ("ET") and ends on November 20, 2016, at 5:00 PM ET (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

2. Eligibility: The Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry *or have permissions from their legal guardians*. Void where prohibited by law. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation in the Contest constitutes participant’s full and unconditional agreement to these Official Rules and by the Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter:

- *Entrants will submit an original video, artwork, song, or essay highlighting how we use energy and petroleum throughout the day for any of the 4 key focus topics; medicine/healthcare, safety equipment, transportation, and Quality of Life. Videos must be a minimum of 45 seconds long, maximum 3 minutes.. All files should be no larger than 75mb. Extra points may be given if participants use the key phrase "Fracking Fuels"*
- *Videos, and songs must be submitted in a .AVI or YouTube format. Essays may be submitted in a word or Adobe .pdf format. Digital artwork may be submitted digitally as a high res (400 dpi) .jpg, .png, or .pdf, hand drawings may mailed directly in it's original format to Virginia Oil & Gas Association, 408 West Main Street, Abingdon, VA 24210*
- *Online submissions can be made online at www.frackingfuels.com or via email to VOGA.PUB@gmail.com*

4. Once you complete these steps, you will automatically receive one (1) entry into the Contest.

By submitting your video, artwork, essay, or music (“Submission”), you agree that it conforms to the Submission Requirements as set forth below. Any Submission not in compliance with these Submission Requirements shall be void.

Submission Requirements:

- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the Contest;

- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Limit: 1 entry per submission. Each submission must contain completely different video, essay, artwork, or music than may have been previously submitted.

5. Winner Selection and Notification: On or around Nov.30, 2016, a panel of qualified judges, as determined by Sponsor in its sole discretion, will select the potential Grand Prize winner with the highest-scoring Submission from among all eligible Submissions based on the following criteria (“Judging Criteria”) [

- 35 % Subject matter (must show how we benefit from petroleum products)
- 25% Originality
- 25% Creativity
- 5% Use of the phrase "Fracking Fuels"
- 10% Over all Quality

In the event of a tie, the Submissions having received the highest score in over- all Quality category will be deemed the potential Grand Prize winner. Potential winner will be notified by email or telephone on or about Dec. 15, 2016. Except where prohibited, potential winner may be required to sign and return to the Sponsor, within ten (10) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release, in order to claim his/her prize. If a winner has not reached the age of majority in his/her state of residence, then the prize will be awarded in the name of his/her parent or legal guardian. If the potential winner cannot be contacted within ten (10) days of the first attempt to contact him/her or if he/she fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period or prize is returned as undeliverable, potential winner forfeits prize, and an alternate participant will be selected in his/her place from the entrant having received the next highest total score based on the Judging Criteria. Only three (3) alternate potential winners will be selected after which the prize will remain un-awarded. Prize will be fulfilled 8-10 weeks after winner confirmation.]

6. Prize: ONE (1) GRAND PRIZE: One (1) Grand Prize winner will receive the choice of either a \$250 Amazon or Wal-Mart Gift Card. Approximate Retail Value (“\$200”). [IF MORE THAN ONE PRIZE, ADD THIS: Total ARV of All Prizes: \$400. FOR ALL PRIZES: No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded “as is” with no warranty or guarantee, either

express or implied offered by Sponsor. Limit: One (1) prize per person. Winner must comply with all terms and conditions of these Official Rules in order to claim a prize.

7. Publicity: By entering the Contest and/or accepting prizes, each entrant grants to Sponsor (and its licensees and partners) a non-exclusive, worldwide, royalty-free, perpetual license to edit, publish, promote, republish at any time in the future, and otherwise use entrant's name, likeness, biographical information, submission and any other information or materials provided by entrant, in any and all media now known or hereinafter devised, without territorial restriction (except where prohibited by law), for possible editorial, publicity, promotional or advertising purposes, without further permission, notice or compensation (except where prohibited by law). All submissions, including submission file and content, if applicable, will become the property of Sponsor, and may be used by Sponsor for commercial purposes without payment of any kind to the participating entrants. Each entrant agrees to irrevocably and unconditionally transfer and assign to Sponsor all rights to all information submitted during the Contest, and agrees to execute and deliver such documents, certificates, assignments and other writings, and take such other actions as may be necessary or desirable to vest in Sponsor the ownership rights granted to Sponsor hereunder.

8. General Conditions: Sponsor is not responsible for problems with the submissions, including, but not limited to, lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel the Contest, and select the winner(s) from the eligible entries received prior to the modification, suspension, or cancellation. Sponsor agrees to take such action in a fair and appropriate manner. In addition, Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest 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 damage any other participant's submission or undermine the legitimate operation of the Contest 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.

9. Release and Limitation of Liability: BY RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ANY PROMOTIONAL PARTNERS, OF EACH OF THEIR PARENT, SUBSIDIARY, AFFILIATE AND RELATED COMPANIES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE CONTEST OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants or by any of the equipment or programming associated with or utilized in the Contest; (2) unauthorized human intervention in any part of the entry process or the Contest; (3) technical or human error which may occur in the administration of the Contest or the processing of Contest

submissions, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (4), late, lost, undeliverable, or damaged mail; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt or use of any prize or while traveling to or from any prize-related activity. Each winner also further acknowledges that the Released 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 any prize or this Contest including but not limited to quality, condition or fitness for a particular purpose. If for any reason a participant's submission is confirmed to have been erroneously lost, or otherwise destroyed or corrupted, participant's sole remedy is another submission and thereby another entry into the Contest. No more than the stated number of prizes will be awarded.

10. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts located in the Commonwealth of Pennsylvania, U.S.A.; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (iii) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and 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 participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia, U.S.A. or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia, U.S.A.

11. Sponsor: Virginia Oil & Gas Association 408 West Main Street, Abingdon, VA 24210

12. Participant's Personal Information: Information collected from participants is subject to the Sponsor's Privacy Policy, available at www.frackingfuels.com.

13. Winner List: For each winner's name, send a self-addressed, stamped envelope, along with a request to Public Relations, Virginia Oil & Gas Association, 408 West Main Street, Abingdon, VA 24210. Requests must be received by February 15, 2017

**Virginia Energy Challenge
Contest**

Abbreviated Rules

Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Enter Contest by: November 15, 2016. To enter and for Official Rules, visit www.frackingfuels.com

Abbreviated Rules for online Ads – Not a Banner; offline advertisements, entry forms

NO PURCHASE NECESSARY. . Legal residents of the 50 United States (D.C.), 18 years or older or with legal guardians permission. Enter Contest by: November 15, 2016. To enter and for Official Rules, including prize descriptions, visit www.frackingfuels.com. Void where prohibited. Virginia Oil and Gas Association, Sponsor: 408 West Main Street, Abingdon, VA 24210