

**The Ultra Driving Experience
brought to you by Pennzoil Ultra™
Sweepstakes**

2010 “The Ultra Driving Experience brought to you by Pennzoil Ultra” Sweepstakes

- No purchase is required for entry into the Sweepstakes.
- Promotion period is from March 1, 2010 through April 30, 2010.
- Limit 1 Sweepstakes entry per person (up to 6 Sweepstakes entries per person total via Forward to a Friend option).
- Entrants must be a licensed driver and resident of the United States, 21 years of age or older, as of 03/01/2010.
- 5 Grand Prize winners and guests will be selected in a random drawing.
- Grand Prize Winners will receive a trip to Maranello, Italy, for the Ferrari Experience to Italy brought to you by Pennzoil Ultra which includes – 5 days in Ferrari’s native Italy, a private tour of the world-class Ferrari Factory, and an exclusive Ferrari Pilota VIP Driving Day Experience.
- See Official Rules for complete prize details and restrictions.

THIS RULES SUMMARY IS NOT MEANT TO BE EXHAUSTIVE. OTHER TERMS AND CONDITIONS APPLY. PLEASE SEE OFFICIAL RULES BELOW FOR COMPLETE DETAILS REGARDING THE SWEEPSTAKES, ENTRY ELIGIBILITY REQUIREMENTS AND PRIZING.

OFFICIAL RULES

2010 “The Ultra Driving Experience brought to you by Pennzoil Ultra” Sweepstakes (“Sweepstakes”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: Open to any legal resident of the fifty (50) United States (including the District of Columbia), who is a licensed driver, 21 years of age or older, as of 03/01/2010. Void where prohibited by law. Employees of SOPUS Products (“Sponsor”) and its parent, affiliates and subsidiaries, participating advertising and promotion agencies and prize suppliers (collectively “Promotion Entities”) (and members of those employees’ immediate family and/or those living in the same household) are not eligible to win.

2. HOW TO ENTER: During the Entry Period (as described below), go to <http://www.pennzoil.com> and follow the links and instructions for online entry. To enter the sweepstakes, entrants will be required to answer a series of 5 questions, named the Pennzoil Ultra Challenge (“Challenge”) regarding Pennzoil Ultra motor oil and Ferrari, and to submit the online entry form in accordance with the on-screen instructions. Entry requires entrants to submit the following personal information: name, date of birth, email address, mailing address, and daytime phone number. Entrants, at their option and discretion, may elect to “opt-in” to receive marketing and promotional communications from Sponsor and/or its Promotion Entities. Consenting to “opt-in” will not improve your chances of winning.

Sponsor must receive all online entries during the defined Entry Period. **The Entry Period is between 12:01 a.m. Central Daylight Time ("CDT") on March 1, 2010, and 11:59 p.m. CDT on April 30, 2010.** Sponsor's computer will be the official timekeeper of this contest. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

LIMIT: One (1) entry per person or address (physical or email) in this Sweepstakes. Once the first on-line entry has been submitted, entrants will have the option to "forward to a friend" for up to five (5) additional entries, for a total of six (6) entries, as outlined in the below section. All entries must be received by Sponsor during the Entry Period. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all potential winners, and such individuals agree to cooperate, to confirm eligibility and to help ensure that awarding a prize to any such individual will not bring the Promotion Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes or the Promotion Entities as determined by Sponsor in its sole discretion.

FORWARD TO A FRIEND OPTION: Entrants will receive up to five (5) additional entries by forwarding the Sweepstakes information to up to five (5) other individuals (by providing their email addresses to Sponsor at time of entry) who would otherwise be eligible to enter the Sweepstakes from www.pennzoil.com. Entrants will not be able to refer additional friends once they have completed their entry into the sweepstakes. An entrant must only provide referrals of friends or family who he/she believes would like to receive an email about the Sweepstakes. Do not provide referrals of friends and family who do not want to receive unsolicited emails.

3. DRAWING; ODDS OF WINNING: On or around 05/17/2010, Sponsor or its administrator will randomly select five (5) Grand Prize Winners, among all eligible entries received during the Entry Period, as applicable. The Sponsor or its administrator will contact each selected entrant via telephone, U.S. mail, or email address provided by the entrant in order to notify him/her that he/she has been selected as a potential winner and to verify eligibility. Each potential winner is subject to verification of eligibility and compliance with these Official Rules before receiving any prize. In the event that Sponsor is unable to contact a potential winner after the third attempt, or in the event a potential winner is unable to or unwilling to accept the prize to be awarded to him/her in full for any reason, or a potential winner is deemed to have forfeited the prize under the terms of these Official Rules, Sponsor reserves the right in its sole discretion to randomly select an alternate potential winner or not award the prize in question.

Odds of winning will depend upon the number of eligible entries received.

4. PRIZES: There are five (5) Grand Prizes total.

Grand Prizes: Prize includes a trip for winner and one (1) guest to Italy. Trip package includes roundtrip, coach class air transportation from a major U.S. gateway airport nearest to winner's residence to a major airport in Italy; Five (5) night standard hotel accommodations (single room, double occupancy) ; ground transportation in Italy; Ferrari factory tour lunch and dinner; Ferrari Pilota VIP Driving Day Experience; and \$800 spending money.

Trip must be taken on date specified by Sponsor. Travel must be roundtrip. Sponsor will determine airline, flight itinerary and hotel in its sole discretion. Winner and guest must travel on the same itinerary, and guest must be 21 years of age or older at the time of departure. Winner and guest are solely responsible for obtaining valid passports and any other documents necessary for international travel.

All costs, taxes, fees and other expenses not specified in these Official Rules are the winner's sole responsibility. Winner must be able to accept the prize in its entirety or not at all; and, if winner is unable to travel on dates indicated by Sponsor, the prize will be forfeited.

All federal, state and local taxes on the prize are winner's responsibility. The approximate retail value ("ARV") of each Grand Prize is \$18,800. Actual value may vary based on airfare fluctuations, city of departure and dates of travel. Winner will not receive the difference between the actual value and the ARV. Winner will be issued a 1099 tax form for the ARV of the prize.

Total ARV of all prizes: \$94,000.

No assignment, transfer, or substitution of prize is permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Sponsor is not responsible if any portion of trip package is delayed, postponed or cancelled for any reason, in which event, that portion of the prize is forfeited in its entirety and no substitution will be provided, except at Sponsor's sole discretion.

5. CONDITIONS OF PARTICIPATION: No more than the number of prizes set forth in these Official Rules will be awarded. Entries not legitimately submitted in accordance with these Official Rules are void.

Each winner will be subject to verification by Sponsor or its administrator, whose decisions are final and binding. An entrant is not a winner of any prize unless and until said entrant's eligibility and the potential win have been verified and said entrant has been notified that verification is complete and any documentation necessary for verification has been submitted to Sponsor or its administrator for verification.

All federal, state and local laws and regulations apply.

Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Each winner must sign and return an Affidavit of Eligibility and Liability Release (where legally permitted), which must include the winner's social security number for tax reporting purposes, and, where lawful, a publicity release within five (5) business days following the date of notification of winning. Failure to comply with this deadline may result in forfeiture of the prize. Each winner must comply with the terms and conditions of the Ferrari Pilota driving course and may be required to sign and return additional documents in order to participate in the Ferrari Pilota VIP Driving Day Experience.

Winner's guest will be required to sign and return a liability/publicity release (where legally permitted) prior to tickets being issued.

In the event a winner and/or his or her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation.

Acceptance of a prize constitutes permission for Sponsor and its agencies to use a winner's and/or guest's name, biographical information, opinions, voice, photograph and/or likeness for advertising and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission, unless prohibited by law. Sponsor is not responsible for any typographical, human or other error in the printing of the offer, administration of the Sweepstakes, processing of the entries or in the announcement of the prize or in any materials associated with the Sweepstakes.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, 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 Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend any and all aspects of the Sweepstakes, and Sponsor reserves the right, but not the obligation, to select the winners from eligible entries received prior to the date of such action. Sponsor further reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes, or acting in a non-sportsmanlike or disruptive manner. Caution: Any attempt by any individual to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such individual to the fullest extent of the law.

6. INDEMNIFICATION: Each winner agrees, by accepting the prize, and each participant agrees, by participating in this Sweepstakes, to release, discharge, indemnify and hold harmless Sponsor and its parent company, subsidiaries, affiliates, distributors, retailers, web development companies, advertising and promotional agencies and any other companies participating in the design, administration or fulfillment of this Sweepstakes and their respective officers, directors, employees and agents (collectively "Released Parties") from and against any and all liability for any injuries, loss, or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from participation in this Sweepstakes or acceptance, possession, use, or misuse of a prize, participation in any Sweepstakes-related activity (including any travel or activity related thereto, including, without limitation, any injury or harm resulting from participation in the Ferrari Pilota VIP Driving Day Experience) 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, 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.

7. LIMITATIONS OF LIABILITY: IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES, INCLUDING ANY DAMAGES ARISING OUT OF ANY ENTRANT'S ACCESS TO AND USE OF THE WEBSITE

WWW.PENNZOIL.COM OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR ANY STANDARD WARRANTY THAT IS PROVIDED BY THE MANUFACTURER OF A PRIZE TO THE WINNER, ANY PRIZE WON IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

8. INTERNET: In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. The "authorized account holder" is the natural person assigned an email address by an Internet service provider or other entity responsible for assigning email addresses for the service provider. Potential winners may be required to show proof of being the authorized account holder. 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 Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

9. GOVERNING LAW; DISPUTES: By entering the Sweepstakes, each participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in Houston, Texas; and (ii) in addition to the limitations in Section 7 of these Official Rules, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the participant and Sponsor, shall be construed and governed by the laws of the State of Texas, without regard to conflicts of law rules.

10. PRIVACY: By entering the Sweepstakes, each participant will be sharing his/her personal information with Sponsor. By entering, each participant agrees to Sponsor's use of participant's personal information as described in Sponsor's Privacy Policy at www.pennzoil.com. To view the privacy policy, visit www.pennzoil.com and click on the "privacy policy" link at the bottom of the page.

11. WINNERS LIST: For the names of the winners, send a separate self-addressed, stamped envelope to: Pennzoil Ultra Driving Experience Winners' List, P.O. Box 809004, Houston, TX 77280-9921. Requests must be received by 09/01/2010.

12. SPONSOR: SOPUS Products, P.O. Box 4427, Houston, Texas 77210-4427.