

“SUMMER HEAT-UP” SWEEPSTAKES OFFICIAL RULES

1. **NO PURCHASE NECESSARY.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.
2. **SWEEPSTAKES ENTRY PERIOD.** The “Summer Heat-Up” Sweepstakes (the “Sweepstakes”) runs from July 1, 2017 to September 30, 2018 (the “Sweepstakes Period”). The Sweepstakes will end at 11:59:59 ET on September 30, 2018 after which time the Sweepstakes will be closed and no further entries will be accepted.
3. **PARTICIPATION CONSTITUTES ACCEPTANCE OF RULES AND DECISIONS, CONSENT TO USE AND RELEASE OF CLAIMS.** By entering this Sweepstakes, each participant warrants that he or she has read and agreed to abide by all Official Rules and that he or she is not prohibited from participating in the Sweepstakes. Participation in this Sweepstakes constitutes participant’s full and unconditional acceptance of these Official Rules and the decisions of Superior Plus Energy Services, Inc. (hereinafter referred to as “SPES”), its parents, affiliates, employees and agents, which are final, binding and non-negotiable in all respect. Each participant agrees to release, discharge, indemnify and hold harmless SPES and its parents, affiliates, shareholders, employees, officers, directors, agents, representatives, advertising and promotion agencies and prize suppliers from any liability arising from or related to the Sweepstakes, including without limitation, (i) unauthorized human intervention in the Sweepstakes; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing errors; (iv) lost, late, postage-due, misdirected, or undeliverable mail; and (v) claims based on publicity rights, defamation, or invasion of privacy. Further, participants fully and unconditionally release all claims for consideration, copyright infringement and all other claims of any nature relating to the use of their entry, name or likeness.
4. **ELIGIBILITY.** This Sweepstakes is open to United States residents who are 18 years of age or older. Proof of age and identity must be furnished upon request. Employees, agents, independent dealers and affiliates of SPES and its agents, affiliates and immediate family members of all such persons are not eligible to participate in this Sweepstakes. SPES reserves the right, at its sole discretion, to cancel, terminate, suspend, or amend this Sweepstakes at any time for any reason SPES further reserves the right to amend these Official Rules at any time without prior notice, at its sole discretion. SPES reserves the right to disqualify any participant for any reason, including, but not limited to, violation of these Official Rules, copyright infringement or infringement of the rights of a third-party.
5. **TO ENTER.** mySuperior Customer Portal users who register between 12:00 AM ET on the first day of a Monthly Entry Period (as defined in Section 7 below) and 11:59 PM ET on the last day of the Monthly Entry Period will be eligible for a Draw (as defined in Section 8 below) for that Monthly Entry Period. To enter this Sweepstakes and be eligible to win, each participant will receive an entry by: (i) Navigate to www.summerheatup.com (the “Websites”); (ii) complete the registration for the mySuperior Customer Portal utilizing the tools available on the Websites; and (iii) confirm the email notification sent after the registration is complete (each, an “Entry”). Each participant may have only one entry, and by submitting an entry, participants agree to abide by these Official Rules. Persons submitting incomplete registration, failing to confirm a registration via email, or registering under false pretenses will be disqualified. Duplicate registration with the same email address, name, household address or account number will not be eligible for the monthly Draw without notice to the registrant. Any use of robotic, automatic, programmed or similar entry methods will

void all such entries by such methods. SPES is not responsible for telecommunications, network, electronic, technical or computer failures of any kind. SPES is not responsible for any lost or misdirected mail sent by participant or SPES.

Participant's participation in the Sweepstakes signifies agreement by the participant that SPES may publish participant's name and entry on SPES' website or in such other media or formats as SPES may elect without any compensation. By participating, the participant also agrees to confirm any of the above in writing upon request by SPES.

6. **PRIZES.** A total of three (3) propane-powered Fire Sense Coronado Pyramid Flame patio heater valued at approximately US \$299 each (each, a "Monthly Prize") are available to be won. The Monthly Prize is not transferable and must be accepted as awarded with no substitution of any kind or cash value. Sponsor makes no representation or warranty of any kind concerning the appearance or performance of the Monthly Prize. The Sponsor hereby reserves the right to substitute another prize or component of a prize of equal or greater value, without liability, in the event that a Monthly Prize or any component of a Monthly Prize cannot be awarded as described for any reason. A Monthly Prize will not be awarded if, for any reason, there are no eligible entries for a particular Draw.
7. **MONTHLY ENTRY PERIODS:** One Monthly Prize will be awarded for each Monthly Entry Period (defined in the table below) during the Sweepstakes Period. Entries received by a participant during a Monthly Entry Period shall only be eligible for the Draw (as defined in Section 8 below) for such Monthly Entry Period. The three (3) monthly periods during the Sweepstakes Period are as follow:

MONTHLY ENTRY PERIOD
July 1, 2018 – July 31, 2018
August 1, 2018 – August 31, 2018
September 1, 2018 – September 30, 2018

8. **MONTHLY PRIZE DRAW.** A random draw for each Monthly Prize from all eligible Entries received during a Monthly Entry Period (each, a "Draw") will take place during the first week of the subsequent month (i.e. July's winner will be selected the first week of August).

Odds of winning will depend on the number of eligible Entries received during each respective month. For example, if SPES receives 100 eligible Entries, your chances of winning will be 1 in 100.

9. **IDENTIFICATION OF POTENTIAL WINNER.** SPES will notify the potential winner by email address at the information on file for the potential winner, and the potential winner has seven (7) business days of the first attempt at contact to contact SPES to accept the Monthly Prize. To accept and receive the Monthly Prize, the potential winner must: (i) sign and return a copy of these Official Rules; (ii) sign a form provided by SPES releasing SPES from all claims; and (iii) execute any other documents specified by SPES in their sole discretion by the deadlines specified. **If the potential winner does not respond in the prescribed time, fail to claim the Monthly Prize, fails to return the signed forms or documents as required or is otherwise ineligible, the Monthly Prize will be forfeited, and an alternate winner will be selected in the manner described above in Section 7.**

The winner's name may be posted at (www.summerheatup.com, www.superiorplusenergy.com) as well as the SPES Twitter and Facebook pages.

10. **PRIZE RELEASE.** If a winner accepts the Monthly Prize, such acceptance shall mean full satisfaction of the entitlement as a winner in the Sweepstakes and the winner fully discharges and forever releases SPES as well as its related companies, and their respective shareholders, officers, directors, partners, employees, agents, representatives, attorneys, and advisors, whether individually or collectively, in their personal, and professional capacities (collectively, the " Released Parties"), of and from any and all claims, demands, losses, damages, actions or causes of action whatsoever, whether known or unknown, whether at law or in equity which they or their heirs, executors, administrators, successors or assigns may now or hereafter have against any of the Released Parties in connection with the Monthly Prize.

The winner also acknowledges, without limiting the generality of the foregoing, that the Released Parties will not be responsible for any loss, damage or expense in connection with the Monthly Prize. The winner also acknowledges that none of the Released Parties has offered any warranty or guarantee respecting the Monthly Prize and that the winner will direct any claims he or she may have relating to the Monthly Prize exclusively to the supplier or originator of the Monthly Prize.

In order to claim a Monthly Prize, the winner must provide a valid delivery address. No P.O. Box addresses will be accepted as a valid delivery address. Except for the shipping costs, a Monthly Prize's winner is solely responsible for the any taxes or other costs or expenses associated with the delivery of the Monthly Prize to the address provided by the winner. No responsibility is assumed by the SPES for any of the Monthly Prizes after they are shipped and the winners of such Monthly Prize will bear all risk of loss or damages.

11. **SPONSOR:** This Sweepstakes is sponsored by Superior Plus Energy Services, Inc. located at 1870 South Winton Road, Suite 200; Rochester, NY 14618.
12. **MISCELLANEOUS.** The decision of the official judges and SPES in respect of all matters pertaining to the Sweepstakes, including without limitation, eligibility, validity, contents, and/or disqualification of any Entry, shall be final and binding without right of appeal. By entering this Sweepstakes, participants consent to SPES' use of their name, likeness, image and biographical data for advertising and promotional purposes without any compensation, except where prohibited by law. BECAUSE PERSONAL INFORMATION FROM PARTICIPANTS WILL BE COLLECTED BY ENTERING THIS SWEEPSTAKES, PARTICIPANTS SHOULD REVIEW SPES' Privacy Policy, which can be found at (<https://www.superiorplusenergy.com/privacy-policy>). By entering this Sweepstakes, participant authorizes SPES to contact participant for commercial purposes via fax, telephone, or e-mail address listed on the participant's entry form. There will be no use of participants name or other personal information for future commercial purposes except as in accordance with SPES' privacy policy. This Agreement is governed by the laws of the State of New York, without giving effect to conflicts of law rules.

“SUMMER HEAT-UP” SWEEPSTAKES (THE “SWEEPSTAKES”)
PRIZE: PROPANE-POWERED FIRE SENSE CORONADO PYRAMID FLAME PATIO HEATER (THE “PRIZE”)

DECLARATION, RELEASE AND WAIVER FORM

In order to be declared an official winner of the Prize, you, as a potential winner, must accept the terms of, and complete this Declaration, Release and Waiver form and return to: SPES Marketing; Superior Plus Energy Services, Inc.; 1870 South Winton Road, Suite 200; Rochester, NY 14618 WITHIN 7 DAYS FROM THE DATE IT IS RECEIVED or Prize will be forfeited and you will no longer be eligible to receive the Prize. Email transmission will also be accepted at: spesmarketing@superiorplusenergy.com. Upon receipt of a completed Declaration, Release and Waiver form, you will receive a phone call within 7 business days confirming you are declared as an official winner. Awarding of the Prize is subject to verification and compliance with the Official Rules of the Sweepstakes.

I declare that I willingly participated in the Sweepstakes. In consideration for having participated in the Sweepstakes and accepting and using the Prize, I, _____, for myself and my heirs, estate, insurers and assigns, hereby declare the following:

1. I am a legal resident of the United States of America and I am 18 years of age or older.
2. I represent that (a) I unconditionally agree to and accept the Official Rules governing the Sweepstakes, (b) I have complied with the Official Rules, and (c) I have perpetrated no fraud or deception in entering the Sweepstakes or in claiming any prize.
3. I agree to fully discharge, forever release and hold harmless SPES, as well as its related companies, and their respective shareholders, officers, directors, partners, employees, agents, representatives, attorneys, and advisors, whether individually or collectively, in their personal, and professional capacities (the “Released Parties”) from and against any claim or cause of action arising out my participation in the Sweepstakes or receipt or use of any prize awarded from the Sweepstakes. I understand that there may be elements of the Prize that SPES does not control and which may be administered by third parties which may result in events or circumstances beyond SPES’ control. SPES does not warrant that the prize will meet my expectations. I understand that I receive the Prize at my own risk. In no event shall SPES be liable hereunder for incidental, special, indirect, consequential, or punitive damages even if advised in advance of the possibility for such damage.
4. I agree not to threaten or initiate, directly or indirectly, any lawsuits, court actions or other legal proceedings against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of loss, damage, expenses or injury sustained by me or others in connection with my participation in the Sweepstakes or acceptance and use of the Prize, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any loss, damage, expenses or injury that I or others may experience related to the Sweepstakes and my acceptance and use of the Prize.
5. I hereby authorize SPES to use my name for such purposes as it chooses, including, but not limited to, company publications, whether circulated to employees of the company or others, training presentations, advertising, promotions and other trade or business uses. This authorization extends to all media including but not limited to print, video, and electronic media. I release SPES from all

claims for consideration and all other claims of any nature related to the use of my name or likeness for such purposes.

6. I agree, upon SPES' request, to execute and deliver any further documents and perform all further acts, as SPES in its sole discretion may deem necessary to give effect to this form.
7. I agree that this document is governed by the laws of the State of New York, and any applicable federal laws of the United States of America, and operates to the benefit of the Released Parties, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.
8. I acknowledge that if any portion of this form is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This form supersedes any oral or written statements made by or to me in connection with the Sweepstakes. I understand that I cannot terminate, cancel or revoke the form for any reason.

I HAVE READ THIS DECLARATION, RELEASE AND WAIVER FORM CAREFULLY, FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS. I ACKNOWLEDGE THAT IN SIGNING THIS DECLARATION, RELEASE AND WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signature

Name (Please Print)

Date