

SHELL LUBRICANT SOLUTIONS: MCO RECOVERY PACKAGE – TERMS AND CONDITIONS

1. The **SHELL LUBRICANT SOLUTIONS: MCO RECOVERY PACKAGE** (“Initiative”) is jointly organized and offered by Shell Malaysia Trading Sdn Bhd (Company No. 6087-M) and Shell Timur Sdn Bhd (Company No. 113304-H), collectively known as “Shell”.
2. The Initiative is valid from 29 April 2020 (12:01 AM) to 30 June 2020 (11:59 PM), both dates inclusive.
3. Subject to these Terms and Conditions, this Initiative shall cause Shell to provide the following free of charge (the “Package”) to an Offeree in the following manner:
 - (a) Upon confirmation and agreement between Shell and the Offeree or between Shell’s authorized representatives and the Offeree, the Offeree shall receive a sample bottle(s) from Shell or through its authorized representatives;
 - (b) The Offeree shall contact its respective sales representative to obtain guidelines on sampling procedure;
 - (c) The Offeree shall fill the sample bottle(s) with the oil from the Offeree’s machine in accordance with the guidelines on sampling procedure;
 - (d) The Offeree shall label the sample accordingly and register it online through the Offeree’s authorized Lubricant Technical Advisor;
 - (e) The Offeree shall courier the sample bottle(s) with the correct details to SGS Singapore Pte Ltd OR provide the sample bottle(s) to the authorized Lubricant Technical Advisor;
 - (f) The results will be available after 5 (five) working days of the receipt of the sample bottle(s), and the Offeree will be contacted with the results by an authorized Lubricant Technical Advisor via email;
 - (g) Any sample oil obtained from an Offeree shall be disposed of or caused to be disposed of by Shell upon completion of the analysis.
4. This Initiative is open to and applicable for:
 - (a) any Malaysian entity which operates directly or is in the primary business of the following sectors and the following types of equipment:
 - i. Construction, limited to machinery oil sump tanks of more than 200 liters;
 - ii. Quarry, limited to machinery oil sump tanks of more than 200 liters;
 - iii. General Manufacturing, limited to machinery which is stationary;
 - iv. Cement, limited to machinery which is stationary; or
 - v. Agriculture, limited to machinery which is stationary; and

(b) Shell Tellus, Shell Omala and Shell Corena range of products only. Other lubricants, such as motor vehicle engine oil, are expressly excluded.

(an "Offeree").

5. Shell shall determine at its own discretion if an entity is eligible pursuant to Clause 4 above, and any such decision shall be final.
6. The Package shall be subject to stock availability and scheduling availability. Further, the Offeree shall allow Shell or an authorized personnel of Shell access to premises of the Offeree at times and dates to be agreed by Offeree and Shell where necessary for the purposes of providing the Package.
7. By participating in this Initiative, the Offeree:
 - (a) expressly agrees and consents to be bound by the Initiative Terms and Conditions including all Shell's decisions in relation to the Initiative; and
 - (b) consents to and authorises Shell to process the Offeree's personal data provided pursuant to this Initiative in accordance with the Privacy Policy available on our website: <https://www.shell.com.my/privacy/b2b-notice.html>, which forms an integral part of the Initiative Terms and Conditions.
8. Though Shell shall make all reasonable efforts to provide the Package, Shell makes no warranty or representation as to availability and the accuracy of any result and the Offeree is encouraged to seek independent technical advice where required.
9. In no event shall Shell be liable for any loss or damage, including without limitation, property damage, personal injury, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, arising out of or as a result of this Initiative, and the Offeree shall hold harmless and indemnify Shell against the same.
10. All Offerees shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Initiative.
11. Shell reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time without prior notice, including the right to cancel, terminate or suspend this Initiative and to extend, cancel or reduce the validity period of this Initiative. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Initiative shall not entitle any party to any claim or compensation against Shell for any and all losses or damage suffered or incurred by any party as a direct or indirect result of the act of cancellation, termination or suspension.
12. These Terms and Conditions, as may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional material advertising this Initiative.

13. For more information, please visit www.shell.com.my, or contact Shell Customer Service at 1300-88-1808.
14. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between the English, Bahasa Melayu and Chinese versions of these Terms and Conditions, if so available, the English version of these Terms and Conditions shall prevail.