

SHELL FUEL CARD REFERRAL PROGRAM 2021 - TERMS AND CONDITIONS

1. The Shell Fuel Card Referral Program 2021 ("Program") is organized by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)) ("Shell").
2. The Program Period is from 1 January 2021 (12:01 AM) to 31 December 2021 (11:59 PM), both dates inclusive, which can be extended by Shell without prior notice.
3. This Program is open only to all Malaysian corporations; and individuals who are Malaysians and not less than 21 years old ("Referrers") except for the following categories of persons:
 - (a) the permanent and/or contract employees ("Employees") of Shell currently employed in the Shell Fleet Solutions department; and
 - (b) Shell Fuel Card customers under Shell Fuel Card Accounts which are delinquent with any outstanding overdue invoices.
4. Potential Shell Fuel Card Customers to be referred under this Program are corporations who:
 - (a) currently do not have a Shell Fuel Card account; and
 - (b) have expressed interest to apply for a new Shell Fuel Card account with Shell.

Potential Shell Fuel Card Customers will not include previous Shell Fuel Card Customers whose business relationship with Shell was terminated by Shell for any reasons whatsoever.

5. To participate in the Program and be eligible to receive the Referral Reward, a Referrer must refer and provide the following particulars in the Shell Fuel Card Referral Form:
 - (a) Corporation Name, Contact Person, Telephone Number, E-Mail, Address etc of the Potential Shell Fuel Card Customer(s);
 - (b) Full Name, Designation, Employing Company Name, Telephone Number and Shell Fuel Card Account Number (if already an existing Shell Fuel Card Customer) of the Referrer;
 - (c) Confirmation that the Referrer has obtained the consent of the Potential Shell Fuel Card Customer(s) for their particulars to be disclosed to Shell under this Program; and
 - (d) Referrer's consent to Shell mentioning the Referrer's name in the event the Potential Shell Card Customer enquires about the source of reference.

The Shell Fuel Card Referral Form must be submitted by e-mailing the same to cardnewbusiness-MY@shell.com

Important Note: All information provided by the Referrer in relation to and for the purposes of this Program must be true, accurate, current and complete. Strict fulfilment of all the steps stated is required. Shell Fuel Card Referral Forms which do not strictly fulfil the criteria stated above shall not be considered under the Program.

6. Shell shall at its sole discretion follow up directly with the referred Potential Shell Fuel Card Customer whose particulars were furnished by the Referrer in the Shell Fuel Card Referral Form.
7. **Successful Referrals:** A Successful Referral is when a referred Potential Shell Fuel Card Customer successfully opens a Shell Fuel Card Account under this Program by fulfilling Shell's eligibility criteria; and the account opening is accepted and approved by Shell during the Program Period or within two (2) months after the Program Period. Successful Referrals shall entitle the Referrer to the Referral Reward and the New Shell Fuel Card Customer to the New Customer Incentive, subject to:
 - (a) Shell obtaining the consent of the New Shell Fuel Card Customer to notify the Referrer of their successful application for Shell Fuel Card Account(s); and

(b) The New Shell Fuel Card Customer shall have actively purchased any Shell Fuels (of at least a minimum of 1,000 liters) under the New Shell Fuel Card Account in the first three (3) months.

For avoidance of doubt, Shell reserves the right to reject any account opening application and need not furnish any reasons for such rejection.

Important Note: To ensure confidentiality of the Potential Shell Fuel Card Customer's account opening application, Shell will not be able to disclose the status of the application to anyone other than the Potential Shell Fuel Card Customer.

8. **Referral Reward:** Shell Fuel Voucher(s) which redemption value shall be determined as follows for every successful New Shell Fuel Card Customer referred to Shell.

| Fuels Purchase by New Shell Fuel Card Customer within the first three (3) months after the opening date of the New Shell Fuel Card Account | Redemption Value of Shell Fuel Voucher(s) |
|--|---|
| 1,000 – 1,999 liters | RM50.00 |
| 2,000 – 2,999 liters | RM100.00 |
| 3,000 – 3,999 liters | RM150.00 |
| 4,000 – 4,999 liters | RM200.00 |
| 5,000 – 5,999 liters | RM250.00 |
| 6,000 – 6,999 liters | RM300.00 |
| 7,000 – 7,999 liters | RM350.00 |
| 8,000 – 8,999 liters | RM400.00 |
| 9,000 – 9,999 liters | RM450.00 |
| More than 10,000 liters | RM500.00 |

The Shell Fuel Voucher Terms and Conditions shall apply.

9. **New Customer Incentive:** Shell Fuel Voucher(s) which redemption value shall be determined as follows for every successful New Shell Fuel Card Customer referred to Shell.

| Fuels Purchase by New Shell Fuel Card Customer within the first three (3) months after the opening date of the New Shell Fuel Card Account | Redemption Value of Shell Fuel Voucher(s) |
|--|---|
| 1,000 – 1,999 liters | RM50.00 |
| 2,000 – 2,999 liters | RM100.00 |
| 3,000 – 3,999 liters | RM150.00 |
| 4,000 – 4,999 liters | RM200.00 |
| 5,000 – 5,999 liters | RM250.00 |
| 6,000 – 6,999 liters | RM300.00 |
| 7,000 – 7,999 liters | RM350.00 |
| 8,000 – 8,999 liters | RM400.00 |
| 9,000 – 9,999 liters | RM450.00 |
| More than 10,000 liters | RM500.00 |

The Shell Fuel Voucher Terms and Conditions shall apply.

10. Referrers can submit as many **Shell Fuel Card** Referral Forms as they wish within the Program Period. Where a Potential **Shell Fuel Card** Customer is referred by various Referrers, the Referrer who first submitted the Shell Fuel Card Referral Form to Shell shall stand to receive the Referral Reward subject to the Program Terms and Conditions.
11. The following terms and conditions apply to the Referral Reward and New Customer Incentive ("Give-Aways"):
 - (a) The Give-Aways are provided on an "As Is" basis and are not transferable to third parties.
 - (b) In the event of unavailability of the Give-Aways, Shell reserves the right to substitute the same with any other gift of similar value at any time without prior notice.
 - (c) The Give-Aways are not exchangeable for cash, credit or kind.
 - (d) The Give-Aways will only be sent to the Referrer and the New Shell Fuel Card Customer after the fifth month calculated from the date of opening of the New Shell Fuel Card Account of the New Shell Fuel Card Customer.
12. By submitting the Shell Fuel Card Referral Form, the Referrers expressly agree and consent to:
 - (a) participate in this Program and be bound by the Program Terms and Conditions including all Shell's decisions in relation to the Program;
 - (b) allow Shell, its Affiliates and its agencies to process and disclose to any third party, all personal data of the Referrer provided by the Referrer for this Program for any and all purposes in relation to this Program and any and all other activity relating to or arising from the course of business or businesses of Shell and its Affiliates;
 - (c) allow Shell to collect, use, disclose and share amongst themselves and their respective service providers, the Referrer's personal data, including the photographs or audio-video or other recordings of the Referrer's for publicity and/or use in advertisements across all media, in its original or edited format, and whether to promote the Program or otherwise without further notification, remuneration or compensation; and
 - (d) authorize Shell to process the Referrer's personal data provided pursuant to this Program in accordance to the Promotion Privacy Policy which forms an integral part of the Program Terms and Conditions.
13. All Shell's decision on all matters including but not limited to the eligibility of the Referrers, Program Mechanics and/or Give-Aways for this Program or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
14. Shell reserves the right to cancel, terminate or suspend this Program with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Program 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.
15. In no event will Shell be liable for any loss or damages including without limitations, 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, in connection with this Program, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
16. All Referrers 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 Program.

17. 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.
18. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional material advertising this Program.

More Rewards If You Are A Shell Staff or Shell Retailer:

1. The following Referrers may be entitled to the Additional Incentive:
 - a) Referrers who are Shell Employees and not currently employed in the Shell Fleet Solutions department; and
 - b) Referrers who are Shell Retailers operating the Shell retail stations in Malaysia; collectively referred to as Shell Referrers.
2. Additional Incentive: Shell Fuel Voucher(s) which redemption value shall be determined as follows:
 - a) **Category 1 - Highest Number of Successful Referrals:** Shell Referrers who referred the highest number of Successful Referrals at the end of the Program Period shall be entitled to Additional Incentive as follows:

| Highest Number of Successful Referrals | Redemption Value of Shell Fuel Voucher(s) |
|--|---|
| First Highest | RM500.00 |
| Second Highest | RM300.00 |
| Third Highest | RM200.00 |

- b) **Category 2 - Highest Volume from Successful Referrals:** Shell Referrers with Highest Volume of Shell Fuels purchased by New Customers through their Successful Referrals (on cumulative basis) at the end of the Program Period shall be entitled to Additional Incentive as follows:

| Highest Number of Successful Referrals | Redemption Value of Shell Fuel Voucher(s) |
|--|---|
| First Highest | RM500.00 |
| Second Highest | RM300.00 |
| Third Highest | RM200.00 |

3. Each Shell Referrer shall be entitled to receive the Additional Incentive from either Category 1 or Category 2. In the event a Shell Referrer qualifies under both Categories, the Shell Referrer shall receive the Additional Incentive of Shell Fuel Voucher(s) with the higher redemption value and the next qualifying Shell Referrer shall receive the Additional Incentive for the other Category.

The Shell Fuel Card Referral Program 2021 Terms and Conditions shall apply to the "More Rewards If You Are A Shell Staff Or Shell Retailer" program.

Promotion Privacy Policy

This Promotion Privacy Policy provides information on the processing of your personal data as a result of being (i) a participant of the Promotion, (ii) one of our customers and/or (iii) a visitor to the Shell Malaysia website on which the Promotion will be accessed from (“Website”).

Please read the Privacy Policy carefully so that you can understand how we collect and use the personal data that you provide us. By submitting your personal data to be eligible for the Promotion, you will be treated as having given your consent where necessary and appropriate, for disclosures referred to in this Privacy Policy.

1. When is this Privacy Policy applicable?

This Privacy Policy is applicable to the processing of your personal data as a result of being (i) a participant of the Promotion, (ii) one of our customers and/or (iii) a visitor to the Website. On the Website you will find a number of links to other websites. Although these websites are selected with care, we are not responsible for the processing of your personal data through these websites. This Privacy Policy is therefore not applicable to the use of such websites.

2. Who is the controller of your data?

The controllers for the processing of your personal data are:

Shell Malaysia Trading Sdn Bhd, a company incorporated and registered in Malaysia with the registration number 196501000279 (6087-M) and its principal place of business at Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, Malaysia; and

3. For what purpose do we process your personal data?

In this Privacy Policy we describe what personal data we process and for what purposes.

3.1 Customer service and relationship management

- What does this purpose entail?

If you contact our Customer Service Centre with a question or a complaint, we may ask you for certain information to identify yourself and to help us respond to your enquiry. We use any personal data supplied only for this purpose and to improve our customer support services.

- Which personal data do we process for this purpose?

To be able to respond appropriately to your question or complaint, we note details of your question or complaint in our customer database. We may also ask you for contact details in order to keep you informed about your question or complaint.

3.2 Participation in promotions

- What does this purpose entail?

Shell regularly runs promotions for its customers. In some cases we will ask you to provide us with your personal data through a registration form, advertisement or website in order to participate in the promotion.

- Which personal data do we process for this purpose?

If you choose to participate in such promotions, we may process the personal data provided by you (including your name, mobile telephone number, age, address and e-mail address) in order to register or confirm your participation, to determine whether you fulfill the promotion conditions and to send you any prizes or benefits. Depending on the Promotion, we may also process information on your participation in the promotion, such as scores, submissions or prizes/benefits won.

3.3 Offers for Shell Products and Services

- What does this purpose entail?

As a customer of Shell, you may receive offers and information from Shell ("Offers"). Such Offers may include but are not limited to the issue of:

- electronic newsletters with offers and general information;
- Shell fuel or shopping vouchers;
- discount coupons for Shell shop products.

You may receive your Offers by regular mail, email, SMS, social media, coupons, through the Website or any other digital channels used by you.

- Which personal data do we process for this purpose?

For sending you Offers, we may process the personal data provided by you (including your name, address and e-mail address). In order to be able to provide you with more personalised Offers, Shell may analyse your purchase history (including data regarding (i) specific products you buy, (ii) the total amount of your purchases per transaction, (iii) the time and place of the purchases you make and (iv) the payment method you use), your use of the Website and e-mails you receive from Shell, your location based on your IP- address, your participation in the Promotion and your responses to surveys.

In order to determine your preferences, Shell may also combine your personal data already known by affiliates of Shell including those obtained through websites, apps, coupons, social media, survey's, promotions and other digital channels; Shell branded fuel cards and other payment cards at Shell retail sites, along with purchases of customers with similar interests and supplemental socio-demographic information about you from third party sources in order to analyse your previous purchases.

- Opting out of Offers

You can at any time stop receiving Offers by contacting our Customer Service Centre at 1 - 300-88-1808.

3.4 Administering the Promotion

- What does this purpose entail?

We process your personal data in order to administer your participation in the Promotion.

- Which personal data do we process for this purpose?

We may process any or all of the personal data provided by you during your registration and participation in the Promotion, such as your name, mobile telephone number and e- mail address.

3.5 Technical and functional management of the Website

- What does this purpose entail?

When you visit or use the Website, we process some technical information about you (such as your IP address) to provide you the functionalities of our online services and to manage them. With this technical information we are able to manage the Website, for example to resolve technical failures or to improve their reliability.

- Which personal data do we process for this purpose?

We process technical data such as the IP address of your computer, tablet or smartphone, details of the pages you have visited on the Website, the web browser you use to surf, previous/subsequent sites that you have visited and the length of your visit/session.

3.6 Preventing, detecting and investigating fraud

- What does this purpose entail?

Shell may use the personal data you provide Shell to prevent, detect and investigate fraud and to enforce its Terms and Conditions.

4. Who has access to your data?

Shell may disclose your personal data to any of the following:

- Authorized third party companies involved in the operation of the Promotion, such as any other company that is permitted to supply products and/or services to participants of the Promotion;
- Any agents, service providers and/or subcontractors of Shell and its affiliates;
- Any person to whom Shell proposes to transfer any of its rights and/or duties.

Except as set out in this Privacy Policy, we will not disclose or process any of your personal data without your permission unless we are legally entitled or contractually required to do so or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals. Only if Shell is required to do so by law, will your personal data be provided to supervisory agencies, fiscal authorities and investigative agencies.

If at any time you wish us to stop processing your personal data for any or all of the above purposes; please opt-out by contacting our Customer Service Center at 1-300-88-1808.

We will stop the use of your personal data for such purposes as soon as it is reasonably possible to do so.

5. For what period do we retain your personal data?

Your personal data shall be processed as long as the legitimate business purposes set out above exists and for a reasonable time thereafter. We will also close your account (if applicable) as soon as reasonably possible upon the end of your commercial relationship with Shell. We will close or deactivate accounts that are used in violation of this Privacy Policy or applicable Terms and Conditions. Under certain circumstances we will retain personal data from closed or deactivated accounts for longer, such circumstances being the prevention of fraud or to otherwise take actions permitted or required by law.

6. Which cookies does Shell use?

The Website uses cookies or similar technology. A cookie is a small text file that is sent to your internet browser so that we are able to recognise your browser when you return. Shell and its authorised service providers may use small graphic images known as 'clear GIFs' that work in conjunction with cookies to identify you and your use of the Website and/or App. Shell and such service providers may also use other technologies to store information in your browser utilising local shared objects or local storage, such as HTML 5 cookies, flash cookies and other web application software methods.

Using these technologies we can collect data on the use of the Website such as which pages are visited, your interaction with information on the Website and the duration of your visit.

Functional cookies – Shell stores cookies that are essential in providing the functionalities of the Website and/or App. For instance, the cookies remember your preferences, such as language and region, which remain as your default settings when you revisit the Website and/or App. However, should you wish to do so, you can choose to reject or block the cookies set by Shell by changing your browser settings – see the Help function within your browser for further details.

Web analytics cookies – Shell may use third party cookies for web analysis. Such cookies allow Shell

to analyse the usage of the Website and/or App. This relies on aggregated statistical data that Shell's authorised service providers provide Shell and allows Shell to understand the way you use the Website and/or App. Shell and such service providers may only provide such data to third parties if this is required by law.

Advertising cookies – Shell may use third party cookies for advertising purposes. Shell may use authorised service providers to serve advertising on the Website and/or App and other websites on the internet. Such service providers may place cookies on your browser, and may collect information that helps them identify your device, such as IP-address, or other unique or device identifiers.

Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies.

You can also visit www.allaboutcookies.org for details on how to delete or reject cookies and for further information on cookies generally. For information on the use of cookies in mobile phone browsers and for details on how to reject or delete such cookies, please refer to your handset manual.

Note, however, that if you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly and you may no longer be able to use all the functionalities of the Website.

7. Special Notice – if you are under 18 years old?

Shell does not intentionally collect personal data of persons under 18 years old. If you are under 18 years old please do not send us your personal data (for example, your name, address and email address). If you are less than 18 years old and you wish to ask a question or use the Website in anyway which requires you to submit your personal data please get your parent or guardian to do so on your behalf.

8. How do we secure your personal data?

We have implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use.

9. Who to address regarding questions and requests of access, removal etc.

We aim to keep our data about you as accurate as possible. If you would like to review, change or delete the details you have supplied to us, please send your request by contacting our Customer Service Centre at 1-300-88-1808.

10. Modifications and Conflict

This Privacy Policy may be changed over time. You are advised to regularly review the Privacy Policy for possible changes. In the event of conflict between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail.