

## TERMS AND CONDITIONS FOR THE SHELL FUEL VOUCHERS PROGRAM

1. The supply and sale of Fuel Vouchers under the Shell Fuel Vouchers Program by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)) and/or Shell Timur Sdn Bhd (Company No. 198401000783 (113304-H)) (collectively referred to as "Shell") shall be subject to the Terms and Conditions for the Shell Fuel Vouchers Program as stated below.
2. Purchase of the Shell Fuel Vouchers is at your absolute option and risk, and in no event shall 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 the supply and sale of Shell Fuel Vouchers, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
3. Purchasers who are corporations, partnerships, enterprises and sole proprietors must be lawfully incorporated in accordance with Malaysian laws.
4. Purchasers who are individuals must not be less than eighteen (18) years old.
5. The following terms and conditions apply to the supply and sale of Shell Fuel Vouchers:
  - (a) The Shell Fuel Vouchers are available in printed physical form or e-vouchers, in redemption value denominations of RM5, RM10, RM20, RM30, and RM50.
  - (b) The Voucher Price of each Shell Fuel Voucher shall correspond to the Voucher Value.
  - (c) The Shell Fuel Vouchers shall only be delivered to the Purchaser after full payment of the Total Voucher Price corresponding to the number/value of Shell Fuel Vouchers purchased.
  - (d) Title and risk to the Shell Fuel Vouchers in printed physical form shall pass to the Purchaser upon passing the physical possession of the same to the Purchaser.
  - (e) Title and risk to the Shell Fuel Vouchers in e-voucher form shall pass to the Purchaser upon the Purchaser being notified of the e-voucher codes.
  - (f) The Shell Fuel Voucher can be used for fuel purchase at Shell Retail Stations, subject to validity period and the Shell Fuel Voucher Terms and Conditions.
6. Shell Fuel Voucher Terms and Conditions:
  - (a) The Shell Fuel Voucher shall be valid for the value stated on the voucher until 11:59 pm on the expiry date stated on the voucher.
  - (b) The Shell Fuel Voucher can only be redeemed at Shell Retail Stations for purchase of the following fuels only: Shell Fuel Save 95, Shell V-Power 97, Shell V-Power Racing, Shell FuelSave Diesel and Shell Diesel Euro 5.
  - (c) Only two (2) Shell Fuel Voucher can be used per purchase transaction.
  - (d) Once redeemed, the Shell Fuel Voucher redemption cannot be reversed or cancelled even if the fuel pumped into the End User's vehicle is less than the amount of the Shell Fuel Voucher.

- (e) The Shell Fuel Voucher must be presented to the cashier at the relevant Shell Retail Station for validation before fueling. If the Shell Fuel Voucher is in printed physical form, the original must be presented and photocopied, defaced or damaged physical vouchers will not be accepted. If the Shell Fuel Voucher is in e-voucher or digital form, the original e-voucher with the live link must be presented and a prompt notification will be issued to the Customer upon successful redemption, any screenshot of the e-voucher will not be accepted.
7. Shell's decision on all matters in relation to the Shell Fuel Vouchers Program or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
  8. Shell reserves the right to cancel, terminate, or suspend the Shell Fuel Vouchers Program with or without any prior notice. For the avoidance of doubt, cancellation, termination, suspension by Shell of the Shell Fuel Vouchers 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.
  9. Due to the Movement Control Order ("MCO") imposed by Government of Malaysia commencing on 18<sup>th</sup> March 2020 to 14<sup>th</sup> April 2020, both dates inclusive, or as extended from time to time, all Purchasers with vouchers expiring within the MCO period is eligible to request for voucher replacement in accordance with Clauses 9, 10 and 11 of this Amended Terms and Conditions.
  10. Such Purchasers are provided with the option of voucher replacement. Replacement request can be made from 8<sup>th</sup> April 2020 to 14<sup>th</sup> April 2020, both dates inclusive. In cases where replacement of vouchers is requested, Shell reserves the rights to request for the necessary information relating to the purchased vouchers (eg: front and rear photograph of voucher, voucher expiry dates, voucher denomination value and voucher codes) for verification purposes prior to replacement. For the avoidance of doubt, such replacement shall apply for both physical and e-vouchers expiring within the MCO period and until up to 30<sup>th</sup> April 2020 only, whichever occurs first.
  11. Replacement of such vouchers (either physical or e-voucher) shall only be re-issued in e-voucher form, subject always to the successful completion of the verification processes by the Purchaser as set out in Clause 10 above. Upon the submission request of the voucher replacement, previous voucher at hand will no longer be redeemable and shall automatically be void. Replacement vouchers will be sent to the Purchasers' valid email within six (6) working days from 14<sup>th</sup> April 2020. Once the Voucher has been submitted and in the process of replacement, such Voucher can no longer be redeemed.
  12. Shell reserves the right at its absolute discretion to amend, delete or add to any of the Shell Fuel Voucher Program Terms and Conditions from time to time without prior notice.

13. The Shell Fuel Voucher Program 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 the Shell Fuel Vouchers Program.
14. It is deemed that the Purchaser has read, understand and agreed to be bound by the Shell Fuel Voucher Program Terms and Conditions.
15. For more information, please visit our website at [www.shell.com.my](http://www.shell.com.my) or call Shell Hotline at 1-300-88-1808, or email to [generalpublicenquiries-my@shell.com](mailto:generalpublicenquiries-my@shell.com).
16. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia versions of the Shell Fuel Voucher Program Terms and Conditions, the English version shall prevail.