

Realisasi Impianmu Bersama Shell 2020 – Terms & Conditions

1. Realisasi Impianmu Bersama Shell 2020 (“Initiative”) is jointly organized by Shell Malaysia Trading Sdn Bhd (Registration No. 196501000279 (6087-M)) and Shell Timur Sdn Bhd (Registration No. 198401000783) (113304-H), collectively known as “Shell”.
2. The Initiative registration period is from 18 August 2020 (12:00 AM) to 11 September 2020 (11:59 PM), both dates inclusive, which may be extended by Shell without prior notice.
3. This Initiative is open only to all registered SMEs who are Malaysians and not less than 18 years old (“Participants”) except for the following categories of persons:
 - (a) permanent and/or contract employees (“Employees”) of Shell and its Affiliates and their immediate family members i.e. spouses, children, parents, brothers and sisters (“Immediate Family Members”);
 - (b) service providers engaged by Shell and its Affiliates (including but not limited to advertising agencies, promotion agencies, printing companies and event management agencies), and their Employees and Immediate Family Members; and
 - (c) dealers, traders or distributors of any Shell Products including Shell Petrol Station Retailers, and their Employees and Immediate Family Members.
 - (d) Government officials; meaning any officials or employee of any government, or any agency, ministry, department of a government (at any level), person acting on an official capacity for a government regardless of rank or position, officials or employee of a company wholly or partially controlled by a government, political parties and any official of a political party; candidate for political office, officer or employee of a public international organization, such as the United Nation or the World Bank, or immediate family members of any foregoing.
 - (e) been convicted of any criminal offense.
 - (f) been declared bankrupt.
4. To participate in the Initiative and stand a chance to win, the Participant must:
 - (a) register the following particulars on the online registration portal <http://www.shell.com.my/malaysiandream>. Particulars include but not limited to, name as per NRIC, NRIC number, mobile number, email address, company/business name, company/business registration number, manufacturing location, product category, production capacity per month, current distributed state(s), top 3 existing clients, product shelf life, images of factory and products, and cost of the products.

Additional information and documentation are useful: HACCP, HALAL, ISO, FSSC, GMP, MESTI, and other additional certifications (e.g. international certification or awards).

- (b) Submit the necessary documents and a written story about themselves, their business, and their products. Optional: to include a 15-second or less video clip (*not exceeding 5MB) creatively selling its product to Shell panel judges.
- (c) The participating categories are limited to: Snacks (e.g. keropok), Confectionary (e.g. biscuits, bread, cakes), Non-Alcoholic Beverages or Ready to Eat Meals (e.g. frozen food).
- (d) Shortlisted participants will be contacted by Shell appointed agency to send their product sample to Shell for product testing. Participants to ensure product samples for testing comply with all requisite food handling and safety standards

Important Note: Strict fulfilment of all the steps stated is required. Registration forms which do not strictly fulfil the criteria above shall be excluded from the selection pool.

- 5. Participants who fulfil all the steps stated in Paragraph 4 may stand a chance to win one of the following Prizes:
 - (a) Private label contract (3 winners); a contract with Shell Malaysia Trading for their product to be listed in Select Stores under Shell private label brand.
 - (b) Product Listing opportunity (27 winners) at Select Stores which may range from national, regional or specific site listing opportunities as decided by Shell.

All shortlisted winners are required to clear Shell's requisite screening and internal processes.

- 6. Selection of winners for the Prize will be conducted as follows:
 - (a) The 21st – 30th ranked winner: Winners will be chosen based on internal evaluation. The winners announcement will then be broadcasted on our Shell Malaysia website at <http://www.shell.com.my/malaysiandream> and Shell Facebook page by 16 September 2020.
 - (b) The 1st – 20th ranked winner: Winners will be chosen by a panel judges consisting of both Shell internal judges and external independent third party. Moreover, an online public voting on Shell website will take place, this will contribute to 5% to the final decision. The winners announcement will then be broadcasted on our Shell Malaysia website at <http://www.shell.com.my/malaysiandream> and Shell Facebook page by the 12 October 2020.

- (c) Winners will be contacted and notified by an authorized representative of Shell's appointed media agency via phone or email as provided by participants in the registration form. Should the first attempt to contact the selected winners fail (i.e. no reply, connection failure, etc.), another two attempts will be made within the next two days to contact the selected winners. Where such further attempts are unsuccessful, Shell reserves the right to select another winner.
7. The following terms and conditions apply to the Prize:
- (a) The Prize is provided on an "As Is" basis and is not transferable to third parties.
 - (b) Shell reserves the right to substitute the Prize without prior notice.
 - (c) The Prize is not exchangeable for cash, credit or kind.
 - (d) One submission per SME. If more than one submission, only the first submission will be considered.
8. By participating in this Initiative and submitting the registration form, the Participants expressly agree and consent to:
- (a) be bound by the Terms and Conditions including all Shell's decisions in relation to the Initiative;
 - (b) allow Shell, its Affiliates and its agencies to process and disclose to any third party, all personal data of the Participants provided by the Participants for this Initiative for any and all purposes in relation to this Initiative;
 - (c) allow Shell to collect, use, disclose and share amongst themselves and their respective service providers, the Participants' personal data, including the photographs or audio-video or other recordings of the Participants for publicity and/or use in advertisements across all media, in its original or edited format, and whether to promote this Initiative without further notification, remuneration or compensation; and
 - (d) authorize Shell to process the Participants' personal data provided pursuant to this Initiative in accordance to the Promotion Privacy Policy available on our Shell website: <https://www.shell.com.my/privacy/b2c-notice.html> which forms an integral part of the Initiative Terms and Conditions.
9. All Shell's decision on all matters relating to the Initiative including but not limited to the eligibility of the Participants, mechanics and/or Prizes for this Initiative or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
10. Shell reserves the right to cancel, terminate or suspend this Initiative with or without any prior notice. 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.

11. 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 Initiative, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
12. All Participants 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.
13. Shell reserves the right at its absolute discretion to amend, delete or add to any of this Terms and Conditions from time to time without prior notice.
14. This 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 Initiative.
15. For more information or any inquiries, please visit www.shell.com.my, or contact Shell Customer Service at 1300-88-1808 or email to 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 this Terms and Conditions, the English version of this Terms and Conditions shall prevail.