

TERMS AND CONDITIONS – COMPLIMENTARY EXCLUSIVE MARVEL FOLDABLE DUFFLE BAG WITH SHELL HELIX POWER AND PROTECT PROMOTION

1. This COMPLIMENTARY EXCLUSIVE MARVEL FOLDABLE DUFFLE BAG WITH SHELL HELIX POWER AND PROTECT PROMOTION (“**this Promotion**”) is organized by Shell Malaysia Trading Sdn Bhd [Registration No. 196501000279 (6087-M)] and Shell Timur Sdn Bhd [Registration No. 198401000783 (113304-H)] (collectively, referred to as ‘**Shell**’).

2. This Promotion will commence from 15th May 2023 (12:01AM) to 15th July 2023 (11:59PM), or subject to availability of stock, which can be extended by Shell without prior notice (“**Promotional Period**”).

3. This Promotion is open to all Shell customers in Malaysia (“**Customers**”) who are Malaysian residents of 21 years old and above, save and 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) distributors, dealers and traders of any Shell Products, and their Employees and Immediate Family Members.

For the purpose of these Promotion Terms and Conditions, “**Affiliate**” means a company which directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Shell. Relevant to this, “**control**” means the direct or indirect ownership of an aggregate fifty percent (50%) or more of voting capital.

4. This Promotion is available only at selected participating Shell authorized workshops or service centres (“**Participating Outlets**”) (excluding Shell Lube Bays/ Workshops and Shell Retail Stations).

5. Eligibility Requirements -

a) This Promotion entitles Customers to the following:

- (i) with a minimum purchase of one (1) Shell Helix Power 0W-40 (4L) / 5W-40 (4L), or Shell Helix Protect 0W-30 (4L), in one (1) single sales receipt, Customers will be entitled to one (1) complimentary Exclusive Marvel Foldable Duffle Bag.

Important Note: Availability of the Exclusive Marvel Foldable Duffle Bag may differ in different Participating Outlets on a while stocks last basis.

6. The following terms and conditions apply to this Promotion:

- (a) The Exclusive Marvel Foldable Duffle Bag is available for redemption on an “As Is” basis and while stocks last.
- (b) The Exclusive Marvel Foldable Duffle Bag shall not be exchangeable for cash, credit or in kind and is not transferable to third parties.
- (c) Shell will not be held liable for any mishaps, injuries or accidents that may occur in the Promotion redemption process or use of the Exclusive Marvel Foldable Duffle Bag.

(d) To the fullest extent permitted by law, there are no, and Shell expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the Exclusive Marvel Foldable Duffle Bag;

7. By participating in this Promotion, the Customers:

(a) expressly agree and consent to be bound by these Promotion Terms and Conditions including all Shell's decisions in relation to this Promotion; and

(b) authorises Shell to process the Customers' personal data provided pursuant to this Promotion in accordance with the Promotion Privacy Policy available on our website: <https://www.shell.com.my/privacy/b2c-notice.html>, which forms an integral part of this Promotion Terms and Conditions.

8. All Shell's decision on all matters including but not limited to the eligibility of the Customers and/or Promotion Mechanics for this Promotion or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.

9. Shell reserves the right to cancel, terminate or suspend this Promotion with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Promotion 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.

10. 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 Promotion, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

11. All Customers 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 Promotion.

12. Shell reserves the right at its absolute discretion to amend, delete or add to any of these Promotion Terms and Conditions from time to time without prior notice.

13. These Promotion 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 Promotion.

14. This Promotion may not be combined and is not valid with any other ongoing promotion, discount, sale or offers unless expressly stated to the contrary.

15. For any inquiries, please visit www.shell.com.my, call Shell Customer Service at 1-300- 88-1808, or email to generalpublicenquiries-my@shell.com.

16. In the event where there are any inconsistencies, conflicts, ambiguities or discrepancies

between the English and Bahasa Malaysia versions of these Promotion Terms and Conditions, the English version of these Promotion Terms and Conditions shall prevail.