

TERMS AND CONDITIONS – FREE SCUDERIA FERRARI MODEL CAR WITH SHELL HELIX POWER AND PROTECT PROMOTION 2020

1. The FREE SCUDERIA FERRARI MODEL CAR WITH SHELL HELIX POWER AND PROTECT PROMOTION 2020 (“Promotion”) is open to all Shell customers in Malaysia (“Customers”) and is organized by Shell Malaysia Trading Sdn Bhd and Shell Timur Sdn Bhd (collectively, referred to as ‘Shell’).

2. The Promotion Period is from 1st July 2020 (12:01 AM) to 30TH September 2020 (11:59PM), or subject to availability of stock, which can be extended by Shell without prior notice.

3. This Promotion is available only at Shell authorized workshops or service centres (excluding Shell Lube Bays/ Workshops and Shell Retail Stations)

4. Eligibility Requirements

a) This promotion entitles Customers to the following:

(i) with a minimum purchase of one (1) Shell Helix Power 0W-40 (4L) or Shell Helix Protect 0W-30 (4L) in one (1) single receipt, Customer will be entitled to one (1) free Scuderia Ferrari model car.

Important Note: Availability of the model car may differ in different Shell authorized workshops on a while stocks last basis.

5. The following terms and conditions apply to the Promotion:

(a) The Scuderia Ferrari model car are available for redemption on an “As Is” basis and while stocks last.

(b) The Scuderia Ferrari model car shall not be exchangeable for cash, credit or in kind.

(c) Shell will not be held liable for any mishaps, injuries or accidents that may occur in the Promotion redemption or use of the model car.

(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 model car;

(e) Subject to availability, every one (1) purchase of the Shell Helix Power 0W-40 (4L) or Shell Helix Protect 0W-30 (4L) shall entitle the Customer to one (1) free Scuderia Ferrari model car.

6. By participating in this Promotion, the Customer:

(a) expressly agrees and consents to be bound by the Promotion Terms and Conditions including all Shell’s decisions in relation to the Promotion; and

(b) authorises Shell to process the Customer’s 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 the Promotion Terms and Conditions.

7. 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.

8. 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.

9. 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.

10. 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.

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.

12. 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 Promotion.

13. 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.

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

15. In the event where there are any inconsistencies, conflicts, ambiguities or discrepancies between the English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.