

TERMS AND CONDITIONS – “EKSTRA KM BELANJA” PROMOTION

1. This “EKSTRA KM BELANJA” Promotion (“this Promotion”) is jointly organized by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)) and Shell Timur Sdn Bhd (Company No. 198401000783 (113304-H)), collectively known as “Shell”).
2. This Promotion is open to all Shell customers in Malaysia who are Malaysians and not less than 18 years old (“Customers”) 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) dealers, traders or distributors of any Shell Products including Shell Petrol Station Retailers, and their Employees and Immediate Family Members.
3. To participate in this Promotion and stand a chance to win Shell vouchers (“Promotion Prizes”), Customers must:
 - a) **KILOMETERS Collection**
 - (i) make purchases of any Shell fuels (Shell Fuel Save 95, Shell V Power, Shell V Power Racing) for a minimum required fuel amount of 19.5 litres in one (1) single or multiple sales receipt to be entitled for 1st Redemption (“1st KILOMETERS Collection Qualifying Purchases”);
 - (ii) make subsequent purchases of any Shell fuels (Shell Fuel Save 95, Shell V Power or Shell V Power Racing) for any fuel amount up to 120 litres per day in one (1) single or multiple sales receipt to be entitled for subsequent Redemptions (“Subsequent KILOMETERS Collection Qualifying Purchases”);

(1st KILOMETERS Collection Qualifying Purchases and Subsequent KILOMETERS Collection Qualifying Purchases to be collectively known as “Qualifying Purchases”)
 - (iii) Qualifying Purchases for the purpose of KILOMETERS Collection shall be made in any Shell retail station in Malaysia from 1st May 2022 – 30th June 2022 (both core dates are inclusive, which can be extended by Shell without prior notice) (“KILOMETERS Collection Period”).
 - b) **Promotion Microsite Account Creation**

upon making the 1st KILOMETERS Collection Qualifying Purchases in the time and manner stated under paragraph (a)(i) above, scan the QR code available at any Shell retail station in Malaysia or go to www.ekstrakmbelanja.com and be directed to the promotion microsite which Customers are required to create account and log in with the following particulars – Full name, contact number and email address and to create a personal password for the purpose of using of the promotion microsite (“**Account Creation**”).

c) **Redemption**

upon successful Account creation in the manner stated under paragraph (b) above and log in to the promotion microsite, snap a picture of the sales receipt for the Qualifying Purchases to begin collecting KILOMETERS and Redemption. Redemption will commence from 1st May 2022 – 10th July 2022, both core dates are inclusive, which can be extended by Shell without prior notice (“**Redemption Period**”).

4. Selection of Winners for the Promotion Prizes will be conducted as follow:

- a) Each successful Redemption will automatically be assigned a random serial number reflected in the promotion microsite, which would form a part of the Winners selection serial number pool;
- b) A total of forty (40) serial numbers would be randomly drawn from such Winners selection serial number pool;
- c) The Customers with the drawn serial number (“Winners”) will be contacted and notified via telephone call to the contact number given during the Account Creation. Should the first attempt to call the selected Winners fail i.e. no reply, connection failure etc., another 2 attempts will be made within the next 2 hours of the first call to the selected Winners. Where such call attempts are unsuccessful, Shell reserves the right to draw again from the Winners selection serial number pool to select another Winner and the same process shall continue;
- d) Winners of the Promotion Prizes shall be contacted by and the facilitation of the same shall be made by the authorized representatives of Shell’s appointed media agency upon successful selection above; and
- e) Winners of the Promotion Prizes will be announced at <https://www.shell.com.my/motorists/promotions/ekstrakmbelanja.html> and Shell Official Facebook Page.

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

- a) The Promotion Prizes would be in the form of Shell vouchers;
- b) The Promotion Prizes are provided on an “As Is” basis and is not transferable to third parties;
- c) Shell reserves the right to substitute the Promotion Prizes without prior notice; and
- d) The Promotion Prizes are not exchangeable for credit or kind.

Important Note:

- (i) Customers can make as many KILOMETERS Collection and Redemption as they wish within the KILOMETERS Collection Period and Redemption Period respectively.
 - (ii) Purchases from any drive through outlets, co-locators, car wash and/or lube bays SHALL NOT be considered as a valid Qualifying Purchases for the purpose of this Promotion.
 - (iii) Customers will receive email confirmation to the email address given during the account creation process, confirming successful creation of account on the promotion microsite. Unsuccessful creation of account or log in to the promotion microsite can render any Redemption process to be unsuccessful. Also, without a successfully-created account on the promotion microsite, Customers can lose any unsaved actions done on the promotion microsite.
 - (iv) It shall be compulsory for each Winner of the Promotion Prizes to execute an Indemnity Form in favour of Shell and returning the same to Shell within twenty-four (24) hours of being contacted as Winner, failing which, such Winner shall be excluded from receiving the Promotion Prizes.
 - (v) Strict fulfillment of all the steps under paragraph 3 above is required failing which Redemption entry shall be excluded from the Promotion Prizes selection pool.
6. Shell reserves the right at its absolute discretion to vary, delete or add to any these Terms and Conditions without prior notice or to terminate this Promotion at any time without notice or liability.
 7. These Terms and Conditions, as may be amended from time to time pursuant to Clause above, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Promotion.
 8. All decisions made by Shell in respect of this Promotion or in the event of any dispute are final and binding.
 9. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
 10. Shell reserves the right to cancel, terminate or suspend this Promotion with or without prior notice. In the avoidance of doubt, cancellation, termination or suspension by Shell of this Promotion shall not entitle the Customers to any claim or compensation against Shell for any and all and all losses or damage suffered or incurred by the Customers as a direct or indirect result of the act of cancellation, termination or suspension.
 11. In no event will Shell and its Affiliates 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 are expressly excluded.

12. The invalidity, illegality or unenforceability of any of these Terms and Conditions shall not affect or impair the continuation in force of the remainder of these Terms & Conditions of this Promotion.
13. For the purpose of these 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.
14. By participating in this Promotion, Customers has read, understood and expressly agree and consent to:
 - a) be bound by these Terms and Conditions including all Shell's decisions in relation to this Promotion;
 - b) allow Shell, its Affiliates and its agencies to process and disclose to any third party, the necessary personal data of the Customers provided by the Customers for this Promotion for any and all purposes in relation to this Promotion and any and all other activity relating to or arising from the course of business or businesses of Shell and its Affilliates;
 - c) allow Shell to collect, use, disclose and share amongst themselves and their respective service providers, the Customers' personal data, including the photographs or audio-video or other recordings of the Customers for publicity and/or use in advertisements across all media, in its original or edited format, in relation to this Promotion without further notification, remuneration or compensation; and
 - d) authorize Shell to process the Customers' personal data provided pursuant to this Promotion in accordance to the Promotion Privacy Policy available on our Shell website at <https://www.shell.com.my/privacy> which forms an integral part of these Terms and Conditions.
15. For any inquiries, please [visit our website at <https://www.shell.com.my/motorists/promotions/ekstrakmbelanja.html>
- 16., call Shell Hotline at 1-300-88-1808, or email to generalpublicenquiries-my@shell.com.