

WIN A TRIP WITH SHELL CONTEST 2018 - TERMS AND CONDITIONS

1. The **Win A Trip with Shell Contest 2018** ("Contest") is jointly organized by Shell Malaysia Trading Sdn Bhd (Company No. 6087-M) and Shell Timur Sdn Bhd (Company No. 113304-H), collectively known as "Shell".
2. The Contest Period is from 17 December 2018 (12:01 AM) to 31 March 2019 (11:59 PM), both dates inclusive, which can be extended by Shell without prior notice.
3. This Contest is open only to all Shell customers in Malaysia 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.
4. To participate in the Contest and stand a chance to win one of the Contest Prizes, the Participant must:
 - (a) make any Qualifying Purchases from the same Shell Petrol Station as stated in Clause 5;
 - (b) complete the following particulars on the Contest Form – Name, NRIC Number, Telephone Number, and Trip Destination (choose only one of the following: Journey of Performance to Italy, Journey of Discovery to New Zealand or Journey of Togetherness to South Korea);
 - (c) answer the question in the Contest Form correctly; and
 - (d) submit the Contest Form together with proof of purchase in the form of sales receipts by depositing the Contest Form in the collection boxes located at any of the Shell Petrol Stations.
Important Note: Strict fulfilment of all the steps stated is required. Contest Forms which do not strictly fulfil the criteria stated above shall be excluded from the selection pool.
5. Qualifying Purchases: purchases of the following Products up to the minimum required spend amount of Ringgit Malaysia Forty only (RM40.00) shall qualify the Participant for one entry into the Contest:
 - (a) any Shell Fuels;
 - (b) any of the following Shell Lubricants (Shell Helix, Shell Advance or Shell Rimula); or
 - (c) any Shell Kerosene except Jet A1;
 - (d) any products sold within Shell Select premises or Shell Kedai premises at the Shell Petrol Stations except tobacco products, E-Pay products (U-Mobile, Hotlink, Digi, Celcom etc) and Touch N Go purchases.
Important Note: (1) Valid sales receipts can be accumulated up to the minimum required value of the Qualifying Purchases on same day at the same Shell Petrol Station basis. (2) Split sales receipts to enable more entries into the Contest are allowed for Qualifying Purchases which exceed the minimum required spend amount of Ringgit Malaysia Forty (RM40.00). (3) Where the original sales receipts are required for company claims purposes or cannot be printed due to IT issues, duplicate sales receipts can be accepted subject to the duplicate sales receipts being stamped with the company stamp of the Shell

Petrol Station from which the Qualifying Purchases are made. (4) Purchases from drive through outlets, co-locators and lube-bays located at the Shell Petrol Stations are not Qualifying Purchases for the purposes of this Contest. (5) Qualifying Purchases paid via redemption of Bonuslink Points are allowed provided the minimum spend criteria are met.

6. Participants can submit as many Contest Forms as they wish within the Contest Period. However, each Contest Form must be accompanied with the required proof of purchase of Qualifying Purchases. Each Participant is entitled to win only one (1) unit of the Contest Prize each during the Contest Period.
7. Participants who fulfil all the steps stated in Clause 4 can stand a chance to win one of fifteen (15) Contest Prizes: a trip to their chosen Destination Trip which will include only the following:
 - (a) two (2) return economy flight tickets from Kuala Lumpur, Malaysia (departing from Kuala Lumpur International Airport) to the chosen Destination for the Winner and the Winner's partner;
 - (b) hotel accommodation for two (2) pax;
 - (c) airport and hotel transfer (only in chosen Destination);
 - (d) pre-selected meals; and
 - (e) pre-set travel itinerary (detailed travel itinerary to be notified prior to the intended departure date).

Important Note: All other expenses will be at the Winners' own cost. Destination Trips are offered on a subject to availability basis. Winners shall be excluded from receiving the Contest Prize if he/she is denied entry to the Destination or not allowed to leave Malaysia for any reasons whatsoever; or unable to join the trip on the intended dates.
8. **Condition Precedent to receiving the Contest Prize:** it shall be compulsory for each Winner of the Contest Prize to execute an Indemnity Form in favour of Shell, failing which, the Winner shall be excluded from receiving the Contest Prize.
9. Selection of Winners for the Contest Prize will be conducted as follows:
 - (a) The first Winner shall be chosen at the end of the first Week of the Contest Period and thereafter two (2) Winners will be chosen at the end of every two (2) weeks during the rest of the Contest Period ("Selection Period").
 - (b) For each Selection Period, the collection box from each Shell Petrol Station will be assigned a random serial number.
 - (c) The total serial number of collection boxes at the end of each Selection Period will be divided by 2 to select the Collection Box from which the Winner will be selected. The chosen serial number after division will be the closest lower whole number e.g. if there is a total of 949 collection boxes, that number will be divided by 2 and rounded to the closest whole number i.e. 474. The selected Collection Box will therefore have the serial number of 474.
 - (d) From the selected Collection Box, each entry with the correct answer in the Contest Form will be assigned a random serial number.
 - (e) The total serial numbers of correct entries from the selected Collection Box will be divided by 2 to select the Winner. All the serial numbers selected after division will be the closest lower whole number e.g. if there is a total of 10,011 serial numbers, the total serial numbers will be divided by 2 and rounded to the closest lower whole number i.e. 5,005. The selected Winner will therefore have the serial number of 5,005.

- (f) The selected Winners will be contacted and notified via telephone call to the telephone number stated in the Contest Form. 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 further attempts are unsuccessful, Shell reserves the right to select another Winner with the subsequent serial number e.g. where selected Winner with serial number 5,005 could not be contacted, the Participant with serial number 5,006 will be selected as the Winner and contacted.
- (g) Any selected Winner who cannot join the trip on the intended dates will not receive the Contest Prize. The Participant bearing the subsequent serial number will be selected.
- (h) Winners of the Contest Prize shall be contacted by authorised representatives of Shell's appointed media agency.
- (i) Winners of the Contest Prizes will be announced on the Shell Malaysia Website at www.shell.com.my/PercutianImpian and the Shell Malaysia Facebook page.

10. The following terms and conditions apply to the Contest Prize:

- (a) The Contest Prize is provided on an "As Is" basis and is not transferable to third parties.
- (b) Shell reserves the right to substitute the Contest Prize without prior notice.
- (c) The Contest Prize is not exchangeable for cash, credit or kind.

11. By submitting the Contest Form, the Participants expressly agree and consent to:

- (a) participate in this Contest and be bound by the Contest Terms and Conditions including all Shell's decisions in relation to the Contest;
- (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 Contest for any and all purposes in relation to this Contest and any and all other activity relating to or arising from the course of business or businesses of Shell and its Affiliates;
- (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 the Contest or otherwise without further notification, remuneration or compensation; and
- (d) authorize Shell to process the Participants' personal data provided pursuant to this Contest in accordance to the Promotion Privacy Policy which forms an integral part of the Contest Terms and Conditions.

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

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

14. 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 Contest, even if Shell has been

advised of the possibility of such damages in advance, and all such damages are expressly excluded.

15. 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 Contest.
16. 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.
17. 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 Contest.
18. For more information, please visit www.shell.com.my, or contact Shell Customer Service at 1300-88-1808.
19. 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.

Shell SELECT Rewarding Choice Game Terms and Conditions:

- (a) The Rewarding Choice Period is from 1 to 15 January 2019 which can be changed by Shell without prior notice.
- (b) Participants who made any Qualifying Purchase shall also be entitled to participate in the Shell SELECT Rewarding Choice Game ("Rewarding Choice Game") on a once per day basis during the Rewarding Choice Period.
- (c) The Rewarding Choice Game can be assessed by scanning the Game QR Code at the Shell SELECT outlets from any of the following devices: mobile phones and tablet devices including iPads.
- (d) To start playing the Rewarding Choice Game, the Participant must answer the Game Question on the registration page of the Rewarding Choice Game platform.
- (e) Participants who play the Rewarding Choice Game stand a chance to win a mystery Instant Reward which will be revealed when they complete the playing of the Rewarding Choice Game.
- (f) The following terms and conditions apply to the Instant Rewards:
 - (i) The Instant Reward is provided on an "As Is" basis while stocks last.
 - (ii) The Instant Reward does not include any accessories or items that are shown in the promotional materials, as they are for illustrative purposes only.
 - (iii) In the event of unavailability of the Instant Reward, Shell reserves the right to substitute the Instant Reward with any other gift of similar value at any time without prior notice.
 - (iv) The Instant Reward is not exchangeable for cash, credit or kind.
 - (v) Shell will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Instant Reward.
 - (vi) 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 Instant Reward.
 - (vii) The Instant Reward item may be inspected for any defect(s) and an immediate request

may be made for replacement at the point of redemption at the particular Shell SELECT outlet only.

- (g) By playing the Rewarding Choice Game and accepting any Instant Reward, the Participants agree to be bound by the Shell SELECT Rewarding Choice Game Terms and Conditions.

Promotion Privacy Policy

This Promotion Privacy Policy provides information on the processing of your personal data as a result of being (i) a participant of the Contest, (ii) one of our customers and/or (iii) a visitor to the Shell Malaysia website on which the Contest will be accessed from (“Website”).

Please read the Privacy Policy carefully so that you can understand how we collect and use the personal data that you provide us. By submitting your personal data to be eligible for the Contest, you will be treated as having given your consent where necessary and appropriate, for disclosures referred to in this Privacy Policy.

1. When is this Privacy Policy applicable?

This Privacy Policy is applicable to the processing of your personal data as a result of being (i) a participant of the Promotion, (ii) one of our customers and/or (iii) a visitor to the Website. On the Website you will find a number of links to other websites. Although these websites are selected with care, we are not responsible for the processing of your personal data through these websites. This Privacy Policy is therefore not applicable to the use of such websites.

2. Who is the controller of your data?

The controllers for the processing of your personal data are:

Shell Malaysia Trading Sdn Bhd, a company incorporated and registered in Malaysia with the registration number 6087-M and its principal place of business at Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, Malaysia; and

Shell Timur Sdn Bhd, a company incorporated and registered in Malaysia with the registration number 113304-H and its principal place of business at Bangunan Shell Timur, Titanium Tower, Lot 1, Brighton Square, Jalan Song, 93350, Kuching, Sarawak.

3. For what purpose do we process your personal data?

In this Privacy Policy we describe what personal data we process and for what purposes.

3.1 Customer service and relationship management

- What does this purpose entail?

If you contact our Customer Service Centre with a question or a complaint, we may ask you for certain information to identify yourself and to help us respond to your enquiry. We use any personal data supplied only for this purpose and to improve our customer support services.

- Which personal data do we process for this purpose?

To be able to respond appropriately to your question or complaint, we note details of your question or complaint in our customer database. We may also ask you for contact details in order to keep you informed about your question or complaint.

3.2 Participation in promotions

- What does this purpose entail?

Shell regularly runs promotions for its customers. In some cases we will ask you to provide us with your personal data through a registration form, advertisement or website in order to participate in the promotion.

- Which personal data do we process for this purpose?

If you choose to participate in such promotions, we may process the personal data provided by you (including your name, mobile telephone number, age, address and e-mail address) in order to register or confirm your participation, to determine whether you fulfill the promotion conditions and to send you any prizes or benefits. Depending on the Contest we may also process information on your participation in the promotion, such as scores, submissions or prizes/benefits won.

3.3 Offers for Shell Products and Services

- What does this purpose entail?

As a customer of Shell, you may receive offers and information from Shell (“Offers”).

Such Offers may include but are not limited to the issue of:

- electronic newsletters with offers and general information;
- Shell fuel or shopping vouchers;
- discount coupons for Shell shop products.

You may receive your Offers by regular mail, email, SMS, social media, coupons, through the Website or any other digital channels used by you.

- Which personal data do we process for this purpose?

For sending you Offers, we may process the personal data provided by you (including your name, address and e-mail address). In order to be able to provide you with more personalised Offers, Shell may analyse your purchase history (including data regarding (i) specific products you buy, (ii) the total amount of your purchases per transaction, (iii) the time and place of the purchases you make and (iv) the payment method you use), your use of the Website and e-mails you receive from Shell, your location based on your IP-address, your participation in Contest and your responses to surveys.

In order to determine your preferences, Shell may also combine your personal data already known by affiliates of Shell including those obtained through websites, apps, coupons, social media, survey’s, promotions and other digital channels; Shell branded fuel cards and other payment cards at Shell retail sites, along with purchases of customers with similar interests and supplemental socio-demographic information about you from third party sources in order to analyse your previous purchases.

- Opting out of Offers

You can at any time stop receiving Offers by contacting our Customer Service Center at 1-300-88-1808.

3.4 Administering the Promotion

- What does this purpose entail?

We process your personal data in order to administer your participation in the Contest.

- Which personal data do we process for this purpose?

We may process any or all of the personal data provided by you during your registration and participation in the Contest, such as your name, mobile telephone number and e-mail address.

3.5 Technical and functional management of the Website

- What does this purpose entail?
When you visit or use the Website, we process some technical information about you (such as your IP address) to provide you the functionalities of our online services and to manage them. With this technical information we are able to manage the Website, for example to resolve technical failures or to improve their reliability.
- Which personal data do we process for this purpose?
We process technical data such as the IP address of your computer, tablet or smartphone, details of the pages you have visited on the Website, the web browser you use to surf, previous/subsequent sites that you have visited and the length of your visit/session.

3.6 Preventing, detecting and investigating fraud

- What does this purpose entail?
Shell may use the personal data you provide Shell to prevent, detect and investigate fraud and to enforce its Terms and Conditions.

4. Who has access to your data?

Shell may disclose your personal data to any of the following:

- Authorized third party companies involved in the operation of the Contest, such as any other company that is permitted to supply products and/or services to participants of the Promotion;
- Any agents, service providers and/or subcontractors of Shell and its affiliates;
- Any person to whom Shell proposes to transfer any of its rights and/or duties.

Except as set out in this Privacy Policy, we will not disclose or process any of your personal data without your permission unless we are legally entitled or contractually required to do so or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals. Only if Shell is required to do so by law, will your personal data be provided to supervisory agencies, fiscal authorities and investigative agencies.

If at any time you wish us to stop processing your personal data for any or all of the above purposes; please opt-out by contacting our Customer Service Center at 1-300-88-1808.

We will stop the use of your personal data for such purposes as soon as it is reasonably possible to do so.

5. For what period do we retain your personal data?

Your personal data shall be processed as long as the legitimate business purposes set out above exists and for a reasonable time thereafter. We will also close your account (if applicable) as soon as reasonably possible upon the end of your commercial relationship with Shell. We will close or deactivate accounts that are used in violation of this Privacy Policy or applicable Terms and Conditions. Under certain circumstances we will retain personal data from closed or deactivated accounts for longer, such circumstances being the prevention of fraud or to otherwise take actions permitted or required by law.

6. Which cookies does Shell use?

The Website uses cookies or similar technology. A cookie is a small text file that is sent to your internet browser so that we are able to recognise your browser when you return. Shell and its authorised service providers may use small graphic images known as 'clear GIFs' that work in conjunction with cookies to identify you and your use of the Website and/or App. Shell and such

service providers may also use other technologies to store information in your browser utilising local shared objects or local storage, such as HTML 5 cookies, flash cookies and other web application software methods.

Using these technologies we can collect data on the use of the Website such as which pages are visited, your interaction with information on the Website and the duration of your visit.

Functional cookies – Shell stores cookies that are essential in providing the functionalities of the Website and/or App. For instance, the cookies remember your preferences, such as language and region, which remain as your default settings when you revisit the Website and/or App. However, should you wish to do so, you can choose to reject or block the cookies set by Shell by changing your browser settings – see the Help function within your browser for further details.

Web analytics cookies – Shell may use third party cookies for web analysis. Such cookies allow Shell to analyse the usage of the Website and/or App. This relies on aggregated statistical data that Shell's authorised service providers provide Shell and allows Shell to understand the way you use the Website and/or App. Shell and such service providers may only provide such data to third parties if this is required by law.

Advertising cookies – Shell may use third party cookies for advertising purposes. Shell may use authorised service providers to serve advertising on the Website and/or App and other websites on the internet. Such service providers may place cookies on your browser, and may collect information that helps them identify your device, such as IP-address, or other unique or device identifiers.

Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies.

You can also visit www.allaboutcookies.org for details on how to delete or reject cookies and for further information on cookies generally. For information on the use of cookies in mobile phone browsers and for details on how to reject or delete such cookies, please refer to your handset manual.

Note, however, that if you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly and you may no longer be able to use all the functionalities of the Website.

7. Special Notice – if you are under 18 years old?

Shell does not intentionally collect personal data of persons under **18 years old**. If you are under **18 years old** please do not send us your personal data (for example, your name, address and email address). If you are less than **18 years old** and you wish to ask a question or use the Website in anyway which requires you to submit your personal data please get your parent or guardian to do so on your behalf.

8. How do we secure your personal data?

We have implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use.

9. Who to address regarding questions and requests of access, removal etc.

We aim to keep our data about you as accurate as possible. If you would like to review, change or delete the details you have supplied to us, please send your request by contacting our Customer Service Center at 1-300-88-1808.

10. Modifications and Conflict

This Privacy Policy may be changed over time. You are advised to regularly review the Privacy Policy for possible changes. In the event of conflict between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail.