## SHELL HELIX EXCLUSIVE GIFT WITH PURCHASE PROMOTION - TERMS AND CONDITIONS

- The Shell Helix Exclusive Gift With Purchase Promotion ("Promotion") is jointly organized by Shell Malaysia Trading Sdn Bhd (Company No. 6087-M) and Shell Timur Sdn Bhd (Company No. 113304-H), collectively referred to as "Shell".
- The Promotion Period is from 1 May 2018 (12:01 AM) to 30 June 2018 (11:59 PM) both dates inclusive, which can be extended by Shell without prior notice.
- 3. The Promotion is available to all Shell customers in Malaysia ("Customers") who are Malaysian residents of 21 years old and above, 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.
- 4. The Promotion is available only at selected participating Shell Helix Independent Workshops, Shell Helix Branded Workshops and Independent Spare Parts Shops ("Participating Outlets") excluding Shell Retail Stations.
- 5. To be entitled to the Promotion Give-Away, the Customers must:
  - (a) purchase one (1) bottle of Shell Helix Ultra (4 Liters) to receive one (1) unit of Shell Helix Toolkit Set; or
  - (b) purchase one (1) bottle of either Shell Helix HX7 (4 Liters or 6 Liters) or Shell Helix High Mileage (4 Liters) to receive one (1) unit of Shell Helix Bath Towel.

The Promotion Give-Away item may be inspected for any defect(s) and an immediate request may be made for replacement at the point of sale at the particular Participating Outlet only.

- 6. The following terms and conditions apply to the Promotion Give-Away:
  - (a) The Promotion Give-Away is provided on an "As Is" basis while stocks last.
  - (b) The Promotion Give-Away do not include any accessories or items that are shown in the promotional materials, as they are for illustrative purposes only.
  - (c) In the event of unavailability of the Promotion Give-Away, Shell reserves the right to substitute the Promotion Give-Away with any other gift of similar value at any time without prior notice.
  - (d) The Promotion Give-Away is not exchangeable for cash, credit or kind.
  - (e) Shell will not be held liable for any mishaps, injuries or accidents that may occur in the redemption or use of the Promotion Give-Away.
  - (f) 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 Promotion Give-Away.

- By accepting any item of the Promotion Give-Away, the Customers agree to be bound by these Terms and Conditions.
- 8. All Shell's decision on all matters for this Promotion including but not limited to the eligibility of the Customers for the Promotion Give-Aways 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 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 Promotion.
- 12. 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.
- 13. These Terms and Conditions, as the same may be amended from time to time pursuant to the above clause, shall prevail over any provisions or representations contained in any other promotional material advertising this Promotion.
- 14. For more information, please visit <a href="www.shell.com.my/helixpromo">www.shell.com.my/helixpromo</a> or contact Shell Customer Service at 1300-88-1808 or email to <a href="mailto:generalpublicenquiries-my@shell.com">generalpublicenquiries-my@shell.com</a>.
- 15. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English, Bahasa Malaysia and Chinese versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.