



SHELL FUELSAVE 95 CHALLENGE 2023 Terms and Conditions of Participation and Liability

This document sets out the terms and conditions of participation in the Shell FuelSave 95 Challenge 2023 (the "Challenge") organised by Shell Malaysia Trading Sdn Bhd ("Shell") or its agents during the Challenge and participant(s) liability in connection with the Challenge.

SHELL FUELSAVE 95 DRIVE CHALLENGE 2023 - TERMS AND CONDITIONS

1. GENERAL

Shell FuelSave 95 Drive Challenge (the "**Challenge**") is an event organised by Shell Malaysia Trading Sdn Bhd and Shell Timur Sdn Bhd (collectively, "**Shell**").

As part of the Challenge, Participants (defined below) will drive the 5 cars provided ("**Participating Vehicles**"), following a prescribed route determined by Shell ("**Prescribed Route**") to a finish point on or before a stipulated closing time fixed by Shell. The Challenge will end when all Participating Vehicles return to the finish point or upon expiry of the stipulated closing time, whichever is earlier. Each Participant will be assessed based on their fuel efficiency while driving through the Prescribed Route:

- 1) At the start, refuelling will take place at SHELL Federal Highway by using the 3-click method and will be managed by an appointed agency, at which point they will seal the fuel tank cap with a sticker. Vehicle odometer will also be reset.
- 2) At the end point, the cars will be refuelled by using the 3-click method by crew, and data will be recorded (amount of Petrol litre refuelled into the tank and mileage clocked on odometer)
- 3) Calculation will then be tabulated for each participants using the formula:
$$\text{KM per litre} = \frac{\text{Total distance of the drive (KM)}}{\text{Petrol refuelled into the car (litre)}}$$
- 4) The driver with the highest KM/L will be crowned as the Winner by being The most fuel-efficient driver

2. SELECTION OF PARTICIPANTS

Selection of Participants for the Challenge will be conducted as follow:

- (i) Selected individuals invited by Shell to join the Challenge are required to register for the Challenge by completing and submitting this Form to Shell together with a copy each of their NRIC and valid driving license within a stipulated time to be informed by Shell ("**Challenge Registration Period**").
- (ii) Shell's invitation to participate in the Challenge will specify whether such selected individuals are to join the Challenge individually or in a team of two.
- (iii) Each valid entry (i.e., entries by individuals that comply with the requirements under paragraph (i) above) will be assigned a random serial number.
- (iv) The eligible registered individuals to participate in the Challenge ("**Participants**") will be determined by the total number of valid entries received within the Challenge Registration Period, divided by 2 and rounded to the nearest lower whole number until five (5) Participants are shortlisted for the Challenge.
For example: if the total number of valid entries received is 50, then this number will be divided into 2 and rounded to the nearest lower whole number which is 25, hence the valid entry bearing serial number 25 will be shortlisted as the first Participant to the Challenge. Next, to divide 25 into 2 and rounded to the nearest lower whole number, which is 12, hence the valid entry bearing serial number 12 will be shortlisted as the second Participant to the Challenge and so on until five (5) Participants are selected to participate in the Challenge.
- (v) Registration and participation are not open for Shell employee.



- (vi) The Participants will be contacted and notified via phone.
- (vii) A person is only eligible to participate in on regional Shell FuelSave 95 Challenge only

4. CHALLENGE DAY

Region	SFS 95 Challenge Date
South	Date: 26th March 2023
	Venue: Shell Jalan Tun Razak Johor Bharu (Raqiv Enterprise)
North	Date: 2nd April 2023 '
	Venue: Shell Jalan Tasik Ipoh Perak (SSS Energy Enterprise)
East Coast	Date: 9th April 2023
	Venue: Shell Kuantan Pekan (Sun Suria Filling Station)
Central	Date: 16th April 2023
	Venue: Shell FEDERAL HIGHWAY ROUTE 2. (Stesen Minyak Alisha)
Borneo	Date: 16th April 2023
	Venue: Shell Jalan Tun Jugah Kuching (Safewide SB)

The Challenge are scheduled to take place as per table above ("**Challenge Day**") and is subject to change as may be notified by Shell. Shell will communicate with the Participants and provide relevant information relating to the Challenge (if any) to the Participants via email prior to the Challenge Day. On the Challenge Day itself, the Participants must first be present at such location and at such time as informed by Shell for registration, upon which the Participants will be provided with:

- A briefing on the details of the Challenge, including the objective of the Challenge and winning criteria;
- The Prescribed Route for the Challenge;
- General guidelines on safety measures; and
- Other relevant information relating to the Challenge.

Participants will be assigned to their respective Participating Vehicles as determined by Shell. All Participating Vehicles will have a full tank of Shell petrol for the purpose of the Challenge.

A marshall, who will be a representative of Shell or its agents, will be assigned to accompany the Participants in their respective Participating Vehicles ("**Marshall**"). The Marshall will assist the Participants throughout the Challenge while driving through the Prescribed Route and will assess and record the fuel efficiency of the respective Participants upon completion of the Challenge.

Participants will be flagged off from the starting point at **Shell Station** and will be required to drive through the Prescribed Route and return to the finish point at the same **Shell Station** on or before the stipulated closing time.

In case of a vehicle breakdown, a representative of Shell or its agent will send the Participant back to the starting point for a re-run. A re-run of the challenge must be done with a back-up car on that day itself.



5. RESPONSIBILITIES OF THE PARTICIPANTS

You must:

- not be under the influence of drugs, medication or alcohol whether before or while participating in the Challenge;
- not be suffering from any illness that may impair your ability to drive or interfere with or endanger your participation and must be in good health at the time of the Challenge;
- have insurance coverage at the time of participation. You are aware that Shell does not and will not offer or provide any insurance coverage in addition to such insurances;
- abide by all applicable road traffic laws and regulations;
- not use a mobile phone at any time while driving during the Challenge; and
- wear a seat belt at all times whilst driving during the Challenge.

Further, you shall be responsible for:

- traffic offence fines and penalties arising out of the use of the Participating Vehicle;
- any loss or damage to the Participating Vehicle whether or not due to your own fault. You shall pay to Shell and/or the rental company (as may be directed by Shell) on demand, the amount of such loss or damage at prevailing retail price plus the rental company's related expenses, including lost of use;
- any loss or damage suffered by any third party arising out of the use of the Participating Vehicle, whether or not due to your own fault; and
- personally reporting of accidents and parking or traffic violations to Shell and to the relevant authorities.

Should any Participant feel unwell during the Challenge, the Participant must stop and inform any Challenge officials or Shell representative immediately and may be required to withdraw from the Challenge.

To the extent permitted by law, Shell will not be held responsible for any consequence or matter relating to the physical and/or medical condition of any Participant or for any injury or death.

6. SELECTION OF WINNERS

The objective of the Challenge is to achieve the best fuel efficiency while driving through the Prescribed Route.

The Participants who arrive at the finish point on or before the stipulated closing time with the most fuel efficiency will be the Winner. Regional finalists will be given the first right of refusal to compete in the National Challenge.

Any and all reading taken by or on behalf of Shell by the Marshall and tabulation of results by Shell will be final and binding on the Participants and no correspondence or appeals shall be entertained.

In the event of any dispute relating to any aspect of the Challenge, notwithstanding any other provision herein, Shell reserves the right to make an ultimate determination which will be final and conclusive and the Participants shall be bound by such decision including any disqualification or forfeiture, and the Participants hereby waive any right to bring any legal proceedings or claim against Shell its officials, staff, employees, directors, representatives and the companies which control, which are controlled by and which are associated with Shell and/or any representatives or agents of Shell (the "Exempted Parties") in relation any aspect of the Challenge.

7. CLOSING TIME AND PRIZE PRESENTATION

All Participants must return to the finish point on or before the stipulated closing time regardless of whether they have completed the prescribed Route or otherwise. Participants who arrived after the stipulated closing time may be disqualified.



The Winner will be announced at the end of the Challenge Day itself. Should the Winner fail to present itself during the winner's announcement, Shell reserves the right to select another Winner that return to the finish point on or before the stipulated closing time with next most fuel efficiency after the original winner.

Challenge Prize:

Item	Category	Prize
1	Regionals	Winner x 1 - RM5,000 (Cash) Consolation x 4 - RM500 Fuels Voucher + 4L Shell Helix FS95
2	National	Winner x 1 -RM20,000 (Cash)

8. COMPULSORY ITEMS

Participants must bring and wear the following items at all times on the Challenge Day:

- Photo Identification - NRIC, passport, etc ;
- Close-toe footwear; and
- Valid driving licence.

Participants shall be responsible for their personal belongings. Shell will not be held responsible for the loss or damage of any such personal belongings or property in any manner whatsoever.

9. LIABILITIES

By submitting this Form, the Participants expressly agree that and consent to:

- enter the Challenge entirely at his/her own risk and further agree to be bound by the terms of the Disclaimer of Liabilities and these Terms and Conditions including all Shell's decisions in relation to the Challenge;
- acknowledge that the FuelSave driving tips as may be provided by Shell are only advisory in nature and may not be suited to all situations, circumstances or vehicles. Shell will not be responsible for any loss, claim, damage, cost or expense arising out of the Participant relying upon such tips at any time including during the Challenge;
- to the fullest extent permitted by law, waive any right to commence any proceedings whatsoever against Shell, its officials, staff, employees, directors, representatives and the companies which control, which are controlled by and which are associated with Shell and/or any representatives or agents of Shell (the "Exempted Parties"), releasing them from any liability whatsoever towards you, your heirs and beneficiaries, for any loss or damage, claim or demand whatsoever caused by personal injury or damage to property or with the subsequent death of you following or in connection with the Challenge, whether resulting from the fault of the Exempted Parties or another cause;
- in no circumstances will the Exempted Parties be liable for any economic loss, consequential loss or loss of profits;
- indemnify, hold harmless and release all the Exempted Parties and each of them from any claim, loss, liability, damage or costs whatsoever sustained because of or in connection with the Challenge, whether caused by your own fault, negligence, wilful act or omission or any other cause and whether in relation to any claim brought by third parties against the Exempted Parties;



- (vi) assume full liability for any risks of physical injury, death or damage to property caused by or relating to the Challenge, whether caused by the fault of the Exempted Parties or another cause; and
- (vii) All Shell's decision on all matters including but not limited to the eligibility of the Participations, mechanics of the Challenge, selection of the Winners and/or prizes for the Challenge or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained;

10. DATA PRIVACY

By submitting this Form, the Participants further expressly agree and consent to:

- (i) allow Shell, its affiliates and agencies to process and disclose to any third party, all personal data of the Participants provided by the Participants for this Challenge for any and all purpose in relation to this Challenge and any and all other activities relating to or arising from the course of business or businesses of Shell and its affiliates;
- (ii) allow Shell to collect, use, disclose and share amongst themselves and their respective service providers, the Participants' personal data. Audio and video recordings (including photographs) may be made of the Challenge by Shell, its representatives, agents or third parties. All Participants consent to Shell and such parties using without payment of any fee or compensation whatsoever, the Participant's name and any such recordings in any promotional, reporting or advertising material and all Participants permanently relinquish all rights in respect of such recordings to Shell and its affiliates. You also understand and agree ;
- (iii) The consent rendered hereto includes, but not limited to the following:
 - a. permission to interview, film, photograph, tape or otherwise make a video reproduction of you and/or record your voice;
 - b. permission to use your name; and
 - c. permission to use quotes from the interview(s) (or excerpts of such quotes), the film(s)/video(s), photograph(s), tape(s) or reproduction(s) of you, and/or recording of your voice, in part or in whole, in Shell's publications, in newspapers, magazines and other print media, on television, radio, electronic media (including the Internet) and other broadcast media, in theatrical media and/or in mailings for purposes of communication, advertising, marketing, education and any other purposes deemed fit by Shell;
- (iv) authorise Shell to process the Participants' personal data pursuant to the Challenge in accordance to the Privacy Policy available on our website at <https://www.shell.com.my/privacy.html>, which forms integral part of these Terms and Conditions. Modifications and conflict with the said Privacy Policy may be changed over time. You are advised to regularly review the said Privacy Policy for possible changes. In the event of conflict between the English version and the Bahasa Malaysia version of such Policy, the English version shall prevail.

11. DISQUALIFICATION

Notwithstanding any other provision contained herein, Shell reserves the right at its sole discretion to disqualify any Participant in the event for any non-compliance or breach of these Terms and Conditions or any instructions given by Shell, its employees, agents or representatives (including the Marshall) and in such event you may also be liable for damages, liability and legal claims by Shell or any other party.

12. REVISIONS AND CANCELLATION OF CHALLENGE

Notwithstanding any other provision contained herein, Shell reserves the right to amend the terms and conditions of the Challenge or to postpone or cancel the Challenge at anytime without notice or liability whatsoever. For the avoidance of doubt, postponement or cancellation of the Challenge 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 postponement or cancellation.