

# Terms and Conditions for Shell High Performance Charging (HPC) Stations Exclusive Rewards for Porsche Taycan Owners

## Costa and Shell Select Promotion

1. The “Costa and Shell Select Promotion” (“**Promotion**”) is organised by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)) (“**Shell**”).
2. The Promotion will commence from 13<sup>th</sup> Jan 2022 (12:01AM) to 31st Dec 2024 (11:59PM), both dates inclusive (“**Promotion Period**”) which can be extended by Shell without prior notice.
3. This Promotion is available at all Shell stations with Shell HPC stations in Peninsular Malaysia (“**Participating Outlets**”).
4. This Promotion is limited and only exclusive to Porsche Taycan owners with a valid voucher (each a “**Customer**”).
5. Each voucher will entitle the Customer to redeem the following:
  - (a) Free costa coffee: Redemption for any one (1) costa coffee with no added syrup
  - (b) Free Shell Select wet wipe: Redemption is only limited to one (1) Shell Select wet wipe per voucher
6. The voucher may only be used once to redeem both of the above items.
7. Voucher is not valid with any other Promotions nor exchangeable for cash, credit or other promotional items.

## General Terms and Conditions

1. By participating in this Promotion, the Customer expressly agrees and consents to be bound by the Promotion Terms and Conditions including all Shell's decisions in relation to the Promotion and authorizes Shell to process the Customer's personal data provided pursuant to this Promotion in accordance to the Promotion Privacy Policy available on our Shell website: <https://www.shell.com.my/privacy/b2c-notice.html> which forms an integral part of this Terms and Conditions.
2. 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.
3. 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.
4. In no event will Shell and/or 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 in advance, and all such damages are expressly excluded.

5. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of these Terms and Conditions of this Promotion.
6. For 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.
7. 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.
8. Shell reserves the right at its absolute discretion to amend, vary, delete or add to any of these Terms and Conditions from time to time without prior notice or liability to you.
9. These Terms and Conditions, as may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Promotion.
10. For any enquiries, please visit our website at [www.shell.com.my](http://www.shell.com.my), call Shell Hotline at 1-300-88-1808, or email to [generalpublicenquiries-my@shell.com](mailto:generalpublicenquiries-my@shell.com).
11. In the event where there are any inconsistencies, conflicts, ambiguities or discrepancies between English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.