TERMS AND CONDITIONS – "KEMBARA LEBIH JAUH" CONTEST

- This "KEMBARA LEBIH JAUH" CONTEST ("this Contest") 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 Contest will commence from **22 MARCH 2025 (12:01AM) to 9 MAY 2025 (11:59PM)**, both dates inclusive, which can be extended by Shell without prior notice ("Contest Period").
- 3. This Contest is open to all Malaysians and not less than eighteen (18) years old ("**Customers**") save and except for the following categories of persons:
 - a) 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 permanent and/or contract employees ("Employees") and immediate family members i.e. spouses, children, parents, brothers and sisters ("Immediate Family Members"); and
 - b) Dealers, traders or distributors of any Shell Products including Shell Petrol Station Retailers, and their Employees and Immediate Family Members.

Shell has the sole and absolute discretion to determine the eligibility of Customers. Such determination shall be final and conclusive and Shell is not obliged to give any reason for its determination.

- 4. <u>Qualifying Purchases</u>
 - a) To participate in this Contest, Customers must be a registered Shell App user and purchase either of the following at any Shell Station in Malaysia within the Contest Period:
 - to be entitled for five (5) Contest entry, any Shell FuelSave or V-Power fuel products i.e. Shell FuelSave U95, Shell FuelSave Diesel B7/B10/B20, Shell V-Power 97, or Shell V-Power Racing for a minimum required purchase amount of Ringgit Malaysia Fifty (RM50.00) only in one (1) single sales receipt/transaction by debit/credit card or cash/e-wallet or payment through the Shell App; and/or
 - ii) to be entitled for five (5) Contest entry, any Shell Select Shop products (excluding tobacco & instore service products) for a minimum required purchase amount of Ringgit Malaysia Ten (RM10.00) only in one (1) single sales receipt/transaction by debit/credit card or cash/e-wallet or payment through the Shell App.

- b) Only registered Shell App users shall be entitled to participate in this Contest. Any Qualifying Purchases made prior to the registration as a Shell App user shall not be considered as valid Contest entries.
- c) Customers can make as many eligible Qualifying Purchases as they wish within the Contest Period.
- d) Customers can track their Contest entries via the Shell App.
- e) Strict fulfillment of all the steps under this paragraph is required, failing which the Contest entry shall become invalid. No correspondence or claims will be entertained in the event of such invalidity and the Customers shall not be entitled to any payment or compensation whatsoever from Shell. Shell shall under no circumstances whatsoever be liable for any invalid Contest entry.

5. <u>Contest Prizes</u>

- a) Contest Prizes consist of the following:
 - i) Grand Prize A: one (1) Suzuki Jimny AllGrip Pro 4X4 AT

ii) Grand Prize B: one (1) Next Generation Ford Ranger 2.0L XL 4WD 6-Speed AT

iii) The following Weekly Contest Prizes:

Prize	Weekly Quantity	Total Campaign Quantity
Honda RS150R Motorcycle	1	7
1,000,000 Bonuslink Points	1	7
RM 200 Shell Fuel Voucher	100	700

b) The Winners shall accept all Contest Prizes on an "as-is" condition. The Contest Prizes shown on any advertising materials are for illustration purposes

only. The actual specification, design and color of the Contest Prizes may differ from the pictures. The color choice of the Contest Prizes is based on Shell's discretion.

- c) All Contest Prizes are not transferable or exchangeable for cash, credit or in kind and is subject to the terms herein.
- d) All Contest Prizes does not include any other entitlements, provisions and/or incidentals. The Winners shall be responsible for all ancillary and additional costs arising from the use of the Contest Prizes insofar as these are not specifically indicated as part of the Contest Prizes.
- e) Shell reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute all or any of the Contest Prizes with alternative items of any value without prior notice and without any liability.
- f) Shell makes no warranty or representation (whether express or implied) on the quality, merchantability or suitability for use of the Contest Prizes. Shell shall not be liable for any loss, injury or damage that may be suffered or incurred by any person in connection with these Contest Prizes or the use of the Contest Prizes.

6. <u>Winners</u>

- a) All valid Contest entries will form a part of a pool, whereby the total number of these valid Contest entries will be divided by 2 and rounded to the nearest lower whole number. This process will be repeated until the required amount of Contest entries are shortlisted (**"Shortlisted Contest Entries**").
- b) The Customers for the Shortlisted Contest Entries ("Shortlisted Customers") will be contacted via telephone call by Shell's authorized representatives, namely Skinny Fat Kids Worldwide Sdn Bhd (SFK)(1111537-U), to the contact number provided in the Shell App, whereupon the Shortlisted Customers shall answer questions correctly during the given timeframe. Should the first attempt to call the Shortlisted Customers fail (e.g., no reply, connection failure etc.), another two (2) attempts will be made within the next two (2) hours of the first call. If these call attempts are unsuccessful, Shell or its authorized representative or appointed media agency facilitating this Contest reserves the right to shortlist another valid Contest entry.
- c) Only Shortlisted Customers with the correct answers shall win the Contest Prizes ("**Winners**"). If the answers are incorrect or failed to answer during the given timeframe, they will not be eligible to win the Contest Prizes.
- c) Each Winner can only win the Contest Prize **ONCE** throughout the Contest Period.

- d) It shall be compulsory for each Winner to execute an Indemnity Form in favor of Shell and returning the same to Shell within the same day of being contacted as the Winner or such period as may be instructed by Shell, failing which, such Winner shall be excluded from receiving the Contest Prize.
- e) Winners will be announced at <u>https://www.shell.com.my/DieselContest</u> and Shell Malaysia Official Facebook Page.
- 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, including but not limited to as the Winner for any of the Prizes in relation to this Contest.
- 8. 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 Contest at any time without prior notice and without any liability.
- 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 Contest.
- 10. All Shell's decisions on all matters in respect of this Contest including but not limited to the selection of the Winners or in the event of any dispute are final and binding and no correspondence or appeals shall be entertained.
- 11. 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.
- 12. Shell reserves the right at its absolute discretion to cancel, terminate or suspend this Contest with or without prior notice and without any liability. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Contest shall not entitle the Customers or any party to any claim or compensation against Shell for any 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.
- 13. 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 Contest, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 14. 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 Contest.
- 15. 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.

- 16. By participating in this Contest, 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 Contest;
 - 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 Contest for any and all purposes in relation to this Contest and any and all other activities 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 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 Contest without further notification, remuneration or compensation; and
 - authorize Shell to process the Customers' personal data provided pursuant to this Contest in accordance with the Promotion Privacy Policy available on our Shell website at <u>https://www.shell.com.my/privacy</u> which forms an integral part of these Terms and Conditions.
- 17. This Contest and these Terms and Conditions shall be governed by the laws of Malaysia and all Customers are deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian courts.
- 18. For any inquiries, please visit our website at <u>https://www.shell.com.my/RayaLebihJauh</u> OR, call Shell Hotline at 1-300-88-1808, or email to generalpublicenquiries-my@shell.com.