

## **Terms and Conditions for Shell [MILEAGE TRACKER] Contest**

1. These terms and conditions shall apply to the Shell [MILEAGE TRACKER] Contest (“**Contest**”) and is organised by Shell Singapore Pte. Ltd. (“**Shell**”).
2. Participation in this Contest constitutes acceptance of these terms and conditions of Contest.
3. This Contest will run from 6 April 2023 to 30 June 2023, both dates inclusive (the “**Contest Period**”).

### **Eligibility & Contest Mechanics**

4. Except for employees of Shell, Shell plc, and their respective affiliates from time to time, their advertising agency and their respective employees’ immediate family members, all members of the public aged 18 years and above who have a valid Facebook account are eligible to participate in this Contest.
5. To participate in this Contest, the eligible individual will have to:-
  - (a) [Optional] Upload a photo of your completed mileage tracker card on your Instagram profile (set to public) with #Shell15km AND
  - (b) Share photo of completed mileage tracker card in the comments of the contest post on Shell’s Facebook page

Thereafter, the individual is to post the photograph together with a caption not exceeding 50 words (the photograph and caption collectively referred to as the “**Photo**”) onto the “comments” section of the Shell x FUELSAVE 2023 Contest post on the Shell Facebook page at [\[https://bit.ly/3K6UpnG\]](https://bit.ly/3K6UpnG). The Photo must be submitted between the period 6 April 2023 to 30 June 2023 midnight Singapore time. Each contestant may only submit 1 Photo. If multiple Photos are posted by the same contestant, only one (1) Photo from the contestant will be selected by Shell in its sole and absolute discretion for entry into this Contest. The person submitting the Photo will be considered the contestant and will be the only person eligible to compete for the prizes in this Contest.

6. Once a Photo is posted on the Shell Facebook page, it is considered a final submission and may not be modified or edited or replaced. A Photo submission must be an original photograph taken by the submitter. Shell assumes no responsibility for entries that are incomplete, lost, misdirected, damaged or are in some way subject to electronic malfunction.
7. Photos posted must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. The Photos must also not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to Shell or to groups, individuals or institutions. In other words, the content of all Photos must be suitable for a global, public audience. Shell reserves the right to disqualify, at its sole and absolute discretion, any posting that does not adhere to these criteria, to the intent, or to the substance of these rules.
8. Shell will select 45 (15 photos per month from April, May and June) most creative Photos and captions to be the winners of this Contest. Shell’s decision is final and no correspondence will be entertained.

### **Prizes**

9. Each winner will receive 15,000 Shell GO+ points.
10. Prizes are not exchangeable for cash or other benefits-in-kind, partially or wholly and are subject to conditions imposed by the participating merchants. Shell reserves the right, at any time and in its sole and absolute discretion, to replace and/or substitute the prizes with any other items of equivalent value.
11. The redemption of a prize shall constitute a purchase of goods or services by the person redeeming the prize from the merchant supplying the redeemed goods or services, and Shell assumes no liability or responsibility for the acts or defaults of the merchant or for any non-delivery, non-performance or defects in the redeemed goods or

services. Shell is not an agent of the merchant. Any dispute about the quality or performance must be resolved directly with the merchant. Shell will not be responsible for any injuries, loss or damage suffered as a result of the redemption or usage of the prizes.

12. Shell will post the winners of this Contest on the Shell Facebook page no later than 14 days following the last day of the Contest Period. The winners of this Contest will also be notified via a Facebook private message for them to provide their contact details to Shell for the collection/delivery/redemption of their prizes. Award of the prizes is conditional upon the winners replying to Shell's message no later than two (2) days thereafter providing the requested details. Failure to reply promptly will result in disqualification of the entry and the contestant, and forfeiture of the prize. Shell reserves the right to select replacement winner(s) if any winner is disqualified, not eligible to participate in the Contest, cannot be contacted or does not claim the prize within the specified time/date. Any winner whose prize has been forfeited or withdrawn shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.

### **Use of Personal Information**

13. For purposes of organizing and conducting this Contest (including but not limited to the awarding and accounting for the prizes), contestants will also be required to provide their personal data to Shell. By participating in this Contest, contestants agree to the collection, processing, use and storage of their personal data (which may include their names, mobile phone number, mailing address) by Shell, Shell's partners, respective affiliates and/or companies hired by Shell to process the data, acting strictly under the directions of Shell and in line with our policy at <https://www.shell.com.sg/privacy/b2c-notice.html> (and as updated from time to time). If selected by Shell, the personal data of contestants may also be used in news feature, marketing or publicity materials concerning this Contest. Contestants who have queries may contact Shell by calling +65 6235 3261 or at such number as updated by Shell from time to time, or communicate with Shell at [ShellGoPlus-SG@shell.com](mailto:ShellGoPlus-SG@shell.com) for the local Data Privacy Officer for Singapore, or at <https://www.shell.com.sg/shellgoplus>.

### **General**

14. Shell reserves the right at any time in its sole and absolute discretion and without any liability whatsoever, to terminate, suspend or cancel this Contest, substitute the prizes, or waive or vary any of these terms and conditions without prior notice (including but not limited to the eligibility terms and criteria and the timing of any act to be done), and all contestants shall be bound by all such acts of Shell.
15. The decisions of Shell on all matters relating to or in connection with this Contest, including in relation to any dispute in connection with this Contest, are final, conclusive and binding. Shell shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Contest.
16. Shell shall not be liable or responsible for any injury, loss or damage suffered as a result of, or in connection with this Contest howsoever arising, including but not limited to, the redemption and use of the Prizes, any breakdown or malfunction in any computer system or equipment, any notice which is misdirected and/or lost in the post, loss of income, profits or goodwill, as well as any other direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort(including negligence) or otherwise. 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 as a direct or indirect result of the act of cancellation, termination or suspension.
17. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Contest, these terms and conditions shall prevail.
18. This Contest and these terms and conditions shall be governed by the laws of the Republic of Singapore and all contestants are deemed to have agreed to submit to the exclusive jurisdiction of the Singapore courts.

19. A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of such agreement.