

Terms and Conditions for August Luminarc Promotion 2019

1. These terms and conditions shall apply to the promotion ("*Promotion*") organised by Shell Eastern Petroleum (Pte) Ltd ("*Shell*").
2. By registering or taking part in the Promotion, you agree to be bound by these Promotion Terms and Conditions and the decisions of Shell in relation to and in connection with the Promotion.
3. "Promotion Period" is from 5 August 2019 to 31 October 2019 only (both dates inclusive).
4. Shell reserves the right to change the Promotion Period in its sole and absolute discretion.

Eligibility Criteria

5. Customers who are valid and existing Shell Escape Card members are eligible (known as the "Eligible Customers") and may participate in the Promotion.
6. Non-Shell Escape Card members may apply to join and receive their Shell Escape Card at any participating Shell station.
7. This Promotion is not valid for fuel purchases made using the Shell Escape Riders card, Shell Escape Value Drive card, Shell Escape Value Care card and Corporate Shell Card.

Promotion

8. During the Promotion Period, one (1) sticker will be awarded to Eligible Customers with every gross spend of Sixty Singapore Dollars (S\$60) on Shell fuels; namely: Shell V-Power, Shell Fuelsave 98, Shell Fuelsave 95 and/or Shell Fuelsave Diesel (collectively the "Shell Fuels") and/or merchandise(s) at Shell Select convenience stores (excluding alcohol, tobacco and in-store service items as listed below*) in a single receipt. Issuance of stickers can only be done at the point of purchase.

E.g. Eligible Customers will receive 2 stickers for a total spent of S\$120 on Shell Fuels and merchandise at Shell Selected

9. Eligible Customers who collect and present all six (6) stickers on a Promotion redemption card (the "Redemption Card") within the Promotion Period, will be entitled to redeem one (1) 1220ml Luminarc Purebox "Active" Air-tight Glass Container, **subject always to availability** (the "Promotional Item")
10. At the time of redemption of a Promotional Item during the Promotion Period, presentation of a valid and existing Shell Escape Card must be made to the cashier.
11. Eligible Customers are allowed to combine multiple Redemption Cards for redemption of the Promotional Items.
12. Promotional Items are on a "first-come-first-served" basis, while stocks last.
13. Redemption Cards must be collected by the station upon the collection of the Promotional Item.

14. During the Promotion Period, the Promotional Items may run out at any Stations. Shell shall not be liable in any way to the Eligible Customer under such circumstances and shall not be required to provide any other substitute products nor be obliged to transfer stocks of the Promotional Item from one Participating Station to another.
15. The Promotional Items shown on any advertising materials are for illustration purposes only. The design and colour of the Promotional Items may differ from the pictures shown. The Promotional Items are not exchangeable for cash, partially or wholly or for other goods/ services, or otherwise, either partially or wholly.
16. Shell reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute the Promotional Items with an alternative item of equal value.
17. Shell makes no warranty or representation (whether express or implied) on the quality, merchantability or suitability for use of the Promotional Items. Shell shall not be liable for any loss, injury or damage that may be suffered or incurred by any person in connection with these Promotional Items or the use of the Promotional Items.

Use of Personal Information

18. For purposes of organizing and conducting this Promotion (including but not limited to the awarding and accounting for the Promotional Items), Eligible Customers will also be required to provide their personal data to Shell. By participating in this Promotion, Eligible Customers agree to the collection, processing, use and storage of their personal data (which may include their names, mobile phone number, mailing address and NRIC or passport number) 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). Eligible Customers who have queries may contact Shell by calling 1800-ESCAPEE (1800-372 2733) from Monday to Friday between 8.30am and 6.00pm. If so selected by Shell, the personal data of Eligible Customers may be used in news feature, marketing or publicity materials concerning this Promotion.

General

19. Shell shall not be liable or responsible for any injury, loss or damage suffered as a result of, or in connection with the Promotion howsoever arising, including but not limited to, the redemption and use of the Promotional Items, 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, negligence or otherwise. 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 as a direct or indirect result of the act of cancellation, termination or suspension.
20. The decisions of Shell on all matters relating to or in connection with the Promotion 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 the Promotion.

21. 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 the Promotion, these terms and conditions shall prevail.
22. Shell reserves the right at any time in its sole and absolute discretion to determine and/or amend or vary these terms and conditions without prior notice, including but not limited to cancelling, terminating or suspending this Promotion, the eligibility terms and criteria, the redemption of the Promotional Items, and the timing of any act to be done, and all Eligible Customers shall be bound by these amendments.
23. The Promotion and these terms and conditions shall be governed by the laws of the Republic of Singapore and all Eligible Customers are deemed to have agreed to submit to the exclusive jurisdiction of the Singapore Courts.
24. 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 (Cap 53B) to enforce any terms of such agreement.