# Terms and Conditions for Shell and GrabHitch Partnership

- 1) These terms and conditions shall apply to the Shell and GrabHitch 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) The Promotion will start from 0000 hrs 1 September 2018 to 2359 hrs 28 February 2019 (Singapore time and both days inclusive) (*"Promotion Period"*) or until a date stipulated by Shell.
- 4) Shell reserves the right to change the Promotion Period in its sole and absolute discretion.

# Eligibility

- 5) This promotion is only eligible for individuals who:
  - (a) Are existing Shell Escape Cardmembers;
  - (b) Are existing GrabHitch drivers; and
  - (c) Have successfully registered with their Grab-app registered mobile number, Shell Escape Cardnumber and email address on the GrabHitch promotional website at <u>https://www.grab.com/sg/hitch-club/shell</u> or such website as notified from time to time.

(All collectively known as "Eligible Customers").

- 6) For avoidance of any doubt, the mobile number provided in the GrabHitch promotional website by the Eligible Customers must be the same as the mobile number registered in Grab-app.
- 7) Shell has the absolute discretion to determine the eligibility of such Participants. Such determination shall be final and conclusive and Shell is not obliged to give any reason for its determination.

### Promotion

- 8) During the Promotional Period, and in order to be eligible to receive the incentive payout on a monthly basis (*"Reward"*), Eligible Customers must fulfil all the conditions (*"Conditions"*) below:
  - (a) purchase at least one hundred (100) litres or more of any Shell fuels; namely: Shell V-Power Nitro+, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel (collectively the "Shell Fuels") at Shell stations in Singapore;
  - (b) present the same Shell Escape Card which is provided at GrabHitch promotional website during the point of purchase of Shell Fuels; and
  - (c) must be in 1 of the 4 Grab Hitch Club tiers; namely: Champ, Pro, Go-Getter, Rookie categories ("Tiers")

All Eligible Customers who successfully complete all 3 steps above shall be the "Participants"

Example of savings calculations based on \$227* monthly gross spend on fuel purchases at Shell	Hitch Monthly Cash Cash back <sup>^</sup>	Shell Station Discount (5%)	ShellEscapeCardDiscount(5%)
Champ	SGD 25 (11%)		
Pro	SGD 20 (8.8%)	SGD 11.35	SGD 11.35
Go-Getter	SGD 15 (6.6%)		
Rookie	SGD 15 (6.6%)		

\* Monthly gross fuel spend is calculated based on 100 litres of Shell fuel purchased at \$2.27 (gross) per litre. This price is for illustration purpose only.

^ Cash back is on top of all Shell and Credit card discount/rebates.

9) The Reward will be credited directly into the Participant's Grab wallet by the end of the next month after the Conditions for the offer are met.

For example, when an Eligible Customer purchases 100L of Shell fuels in the month of September 2018 and belongs to the Go-Getter Tier on the last day of September 2018, the Reward of fifteen (15) Singapore dollars will be credited to the Participant's Grab wallet by the last week of October 2018.

- 10) The crediting of Reward is limited to one (1) claim per Participant per month only.
- 11) Shell has the absolute discretion to determine the entitlement of such Participants to the Reward. Such determination shall be final and conclusive and Shell is not obliged to give any reason for its determination.
- 12) For avoidance of doubt, please refer to the GrabHitch promotional website at <u>https://www.grab.com/sg/hitch-club/shell</u> or such other website as updated from time to time for additional information or any dispute with regards to the Tiers and any delays in crediting the Rewards.

# **Use of Personal Information**

13) For purposes of organising and conducting this Promotion, Eligible Customers and Participants may be required to provide their personal data to Shell and Grab By participating in this Promotion, Eligible Customers and Participants agree to the collection, processing, use and storage of their personal data (which may include their 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. Eligible Customers and Participants 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 and Participants may be used in news feature, marketing or publicity materials concerning this Promotion.

#### General

- 14) 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, fulfilment/crediting of the Reward, 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.
- 15) 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.
- 16) 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.
- 17) 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 fulfilment of Rewards, and the timing of any act to be done, and all Eligible Customers shall be bound by these amendments.
- 18) 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.
- 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 (Cap 53B) to enforce any terms of such agreement.