

## Terms and Conditions Governing The “Shell Value Drive Particulars Update for E-coupon 2019” Promotion

### 1. Definitions

- 1.1. “**Partner**” or “**BPDS**” means Best Petrol & Diesel Supply Pte Ltd.
- 1.2. “**Shell**” means Shell Eastern Petroleum (Pte) Ltd.
- 1.3. “**Promotion**” refers to this Shell Value Drive Particulars Update for E-coupon 2019 Promotion.
- 1.4. “**Promotion Period**” means the period commencing from 0001 hours on 30 September 2019 to 2359 hours on 31 December 2019 (both dates inclusive).
- 1.5. “**Shell Fuels**” means Shell V-Power, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.
- 1.6. “**E-coupon**” means one unique coupon where a discount of S\$3 is given off a gross spend of minimum S\$40 on any Shell Fuels.
- 1.7. “**Eligible Cardmembers**” means customers who are Shell Value Drive Cardholders.
- 1.8. “**VDC**” refers to Shell Value Drive Card.

### 2. Eligibility

- 2.1. The Promotion is open to all Eligible Cardmembers subject to the terms and conditions herein.
- 2.2. To participate in the Promotion, Eligible Cardmembers will have to complete requested fields with valid input at <https://app.bestpetrol.com.sg/updatenow> and consent to receiving from Shell and Partner offers, promotional, marketing and other publicity information relating to products and services offered by Shell and Partner, its affiliates and/or third parties which Shell and Partner may collaborate with, from time to time. (“**Eligible Submission**”). For avoidance of doubt, missing fields or invalid input will not be considered as an Eligible Submission.
- 2.3. To qualify for the Promotion, Eligible Submissions will be reviewed by BPDS, and only the first Eligible Submission by an Eligible Cardmembers will be considered as a “**Qualifying Submission**” for the Promotion. Repeat Eligible Submissions by the same Eligible Customer will be deemed void.
- 2.4. A customer who qualifies for the Promotion is known as a “**Qualifying Customer**”.
- 2.5. A Qualifying Customer will be notified by BPDS via SMS with redemption details of the three (3) E-coupons, within twenty-four (24) hours of an Eligible Submission which BPDS determined it to be a Qualifying Submission. Each of the three (3) E-coupons are accessible via three (3) unique HTML links. For the avoidance of doubt, each Qualifying Customer is entitled to receive only one set of three (3) E-coupons, during the Promotion Period.

- 2.6.** The following persons are not eligible for the Promotion:
- a.** Eligible Cardmembers whose VDC Cards and/or accounts is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Promotion Period;
  - b.** Persons whose VDC Card and/or accounts are not active, valid, subsisting or in good standing or which are otherwise determined by Shell and/or BPDS in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by Shell and/or BPDS at its discretion; or
  - c.** Persons who are or become mentally incapacitated, deceased, insolvent or is declared a bankrupt or have legal proceedings of any nature instituted against them.
- 2.7.** Shell and BPDS reserves the right to determine at its sole discretion the eligibility of cardmembers and/or persons for this Promotion. The decisions of Shell and BPDS on all such matters relating to the eligibility of any such cardmembers and/or persons are final, conclusive and binding, Shell and BPDS are not obliged to give any reason or prior notice.

### **3. Promotion**

- 3.1.** Each E-Coupon entitles a S\$3 discount with minimum gross spend of S\$40 on any Shell fuel. Limited to 1 E-coupon redemption per transaction only.
- 3.2.** At the time of redemption of an E-coupon, presentation of the SMS message enclosed with the unique redemption link must be made to the cashier at Shell stations in Singapore and the redemption link must be scanned by the cashier at the Shell stations.
- 3.3.** Each E-coupon is valid for one-time use only between 0001 hours on 30 September 2019 to 2359 hours on 7 January 2020.
- 3.4.** The redemption of the E-coupon is applicable for Shell Value Drive Cardmembers only. Not valid for use with any Corporate Shell Card, Shell Escape card, Shell Escape Riders Card or Shell Value Care Card.
- 3.5.** Each E-coupon entitles a Qualifying Customer to redeem up to the value stated, after all applicable station discounts, and is NOT exchangeable for cash, either wholly or partially, or other services.
- 3.6.** BPDS and Shell reserve the right to amend, vary, delete or add to any of these terms and conditions at any time at their sole discretion without prior notice or liability.

#### **4. Participation and Personal Data**

- 4.1.** Participation in the Promotion is subject to these Terms and Conditions. Eligible Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 4.2.** The Eligible Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by BPDS and Shell for verifying the eligibility of the Eligible Cardmember, contacting the Eligible Cardmember regarding the foregoing, and all purposes and promotions incidental to the Promotion.
- 4.3.** Eligible Cardmembers agree to the collection, processing, use and storage of their personal data (which may include their names, mobile phone number, mailing address) by Shell, BPDS, Shell's partners, respective affiliates and/or companies hired by Shell to process the data, acting strictly under the directions of Shell. Eligible Cardmembers who have queries may contact BPDS by calling 6898 2525 from Monday to Friday between 9.30am and 6.30pm and Saturday between 9.30am and 1.30pm, or by emailing [enquiry@bestpetrol.com.sg](mailto:enquiry@bestpetrol.com.sg). Eligible Cardmembers can also contact Shell by calling 1800-ESCAPEE (1800-372 2733) from Monday to Friday between 8.30am and 6.00pm, or by emailing SSC-Loyalty@shell.com. If so selected by Shell, the personal data of Eligible Cardmembers may be used in news feature, marketing or publicity materials concerning this Promotion. Use, collection and disclosure of personal data will be in line with Shell's privacy policy at <https://www.shell.com.sg/privacy.html> and any requests can be made via Eligible Cardmembers' Shell account profile or communicate with Shell at SGP-DPO@shell.com for the local Data Privacy Officer for Singapore, at [www.shellescape.com](http://www.shellescape.com) or by calling the Shell Escape customer hotline 1800-3722-733 or at such number as updated by Shell from time to time.

#### **5. General**

- 5.1.** In the event of any inconsistency or discrepancies between these terms and conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these terms and conditions will prevail.
- 5.2.** BPDS and Shell shall not be responsible or liable for any loss whatsoever to any person in connection with this Promotion howsoever arising, including any error in redemption of the E-coupons.
- 5.3.** Neither Shell nor BPDS are liable for any injury, loss or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, including, but not limited to, the loss of life, injury to person and/or loss or damage to property.
- 5.4.** BPDS and Shell has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. BPDS and Shell's decisions on all matters relating to this Promotion shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by BPDS and Shell to any person (including the Eligible Cardmember). BPDS and Shell shall not be obliged to give any reason or prior notice

or enter into any correspondence with any person on any matter relating to the Promotion and no appeal, correspondence or claims will be entertained.

- 5.5.** BPDS and Shell reserve the right at its and their reasonable discretion to unilaterally terminate the Promotion or vary, delete and/or add to any of these terms and conditions from time to time without prior notice, including but not limited to cancelling, terminating or suspending this Promotion, the eligibility terms and criteria, the redemption of the E-coupon, and the timing of any act to be done, and all Eligible Cardmembers shall be bound by these variations, deletions and/or additions.
- 5.6.** While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, BPDS and Shell make no representation or warranty whether express or implied, and accept no responsibility or reliability for its completeness or accuracy.
- 5.7.** The terms and conditions are governed by the laws of Singapore, and all participating Eligible Cardmembers shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 5.8.** 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.