

SHELL HELIX EXCLUSIVE GIFT WITH PURCHASE YEAR END CONSUMER PROMOTION

Terms and Conditions

General

1. The Shell Helix Exclusive Gift With Purchase Consumer Promotion ("**Promotion**") is organised collectively by Shell Malaysia Trading Sdn. Bhd. (6087-M) & Shell Timur Sdn. Bhd. (113304-H) (collectively, referred to as "**Shell**"). The Promotion period is from 15th November 2016 (12:01 AM) to 15th December 2016 (11:59 PM) for Peninsular Malaysia and East Malaysia ("**Promotion Period**"). Shell has the right to extend the Promotion period without any prior notice.
2. The Promotion is available to all Shell customers in Malaysia ("**Customers**") only at participating Shell Independent Workshops, Shell Helix Branded Workshops and Spare Parts Shops (excluding Shell Stations).
3. This Promotion is open to all Customers who are Malaysian Residents, 21 years old and above, with the exception of the following who are NOT eligible to participate in the Promotion:
 - a. Permanent and/or contract employees ("**Employees**") of Shell and any of its subsidiaries and related companies, and their immediate family members i.e. spouses, children, parents, brothers and sisters ("**Immediate Family Members**");
 - b. Service Providers engaged by Shell (e.g. advertising agencies, promotions agencies, printing company and event management agencies) and their Employees and their Employee's Immediate Family Members; and
 - c. Dealers, traders or distributors of Shell's products (i.e. Shell staff/dealers/distributors/traders of any Shell products and their Employees and their Employee's Immediate Family Members),(hereinafter referred to as, the "**Eligible Participants**").
4. All disputes shall be resolved at the sole discretion of Shell. Shell's decision shall be final and no correspondence or appeals shall be entertained.
5. Shell reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice.
6. These Terms and Conditions, may be amended from time to time pursuant to the clause above and it shall prevail over any provisions or representations contained in any other promotional material advertising this Promotion.
7. In the event of any inconsistencies, conflicts or discrepancies between the English, Bahasa Malaysia and Chinese version of these Term and Conditions, the English version shall prevail.
8. By submitting entries for this Promotion, the Eligible Participant is deemed to have agreed to:

- a. Participate in the Promotion; and
 - b. Be bound by the Terms and Conditions herein, including any subsequent decisions made by Shell concerning this Promotion.
9. Shell reserves the right to cancel, terminate or suspend this Promotion without any prior notice. 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 by Shell customers as a direct or indirect result of the act of cancellation, termination or suspension.
10. In no event will Shell 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 Promotion, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

Promotion Mechanics – End Consumer

11. The Eligible Participants (i.e. end consumers) will receive free Shell Helix premium item upon purchase of the eligible Shell lubricants products in the manner described below:
- a. Free one (1) unit of Shell Heritage Tin Canister upon purchase of one (1) Shell Helix Ultra (4 litres)
 - b. Free one (1) unit of Shell Helix Inverted Umbrella upon purchase of one (1) Shell Helix HX7 (4 litres)
12. The free items are not transferable or exchangeable for any other products. However, Shell reserves the right to offer alternatives at any time without prior notice at its sole discretion.
13. The Eligible Participant may inspect the free items for any defect (if any) at the point of sale at that particular participating Shell Independent Workshops, Shell Helix Branded Workshops, or Spare Part Shops and immediately request for a replacement for the defective free items. No warranty whatsoever is given for the free items after point of sale.
14. For any inquiries, please visit our website at www.shell.com.my/helixpromo, call Shell Hotline at 1-300-88-1808, or email to generalpublicenquiries-my@shell.com