

## Terms & Conditions of Promotion

### **Shell India Markets Private Limited:** **General Terms and Conditions of Use**

- A) Free Shell Chain Lube 150ml with Shell Advance Power and Shell Advance Long Ride; Free Shell Interior cleaner(250ml) with Shell Helix Power and Shell Helix Protect; Discount of Rs 250 on Shell branded car care & Coolants on purchase of Shell Helix Ultra
1. This Offer is brought to you by Shell India Markets Pvt. Limited (SIMPL)
  2. This Offer will be available at the Shell (Karnataka, Maharashtra, Tamil Nadu Gujarat, AP/Telangana CO & CDO sites ) fuel station operated SIMPL herein referred to as the 'Specified Site' for said promotion
  3. Participation in this promotion is deemed acceptance of these Terms and Conditions.
  4. This offer is valid from 25<sup>th</sup> Oct 2020 to 31<sup>st</sup> January 2021, or as long as promo stocks last; SIMPL reserves the right to terminate or extend the promotion beyond the specified date without prior intimation
  5. The offer is open on all days of the week (Monday to Sunday).
  6. The offer is valid on purchase of lubricant pack- Shell Advance Power & Advance Long Ride, Shell Helix Power, Shell Helix Protect & Shell Helix Ultra.
  7. The Participant shall be eligible to receive free Shell Chain Lube 150ml on purchasing Advance Power & Advance Long Ride lubricant equivalent to 1 oil change capacity of 2 wheelers and Shell interior cleaner (250ml) on purchase of 3 Litres or more of Shell Helix Power or Shell Helix Protect packs in a single invoice.
  8. The participant shall be eligible to a discount of Rs. 250 on Shell branded car care & coolants: this offer is available for all participants who buy Shell Helix Ultra (3L & above) and Shell car care & coolants (all products except Shell Air freshener- Fresh, Shell Air freshener Lavender, Shell Air Freshener Vanilla, Shell Air freshener Energy Reload, Shell Air Freshener Ocean Splash, Shell Air freshener Fruit Cocktail, Shell Air freshener Walk On The Beach) in a single invoice.
  9. No queries/ clarifications/ suggestions will be entertained on the modality of selection or the selection process which would be entirely at the discretion of SIMPL.
  10. The offer is not transferable and cannot be exchanged/ redeemed for cash. No cash claim shall be entertained in lieu of the offer.
  11. This offer cannot be combined with any other ongoing offer or discount at the site.
  12. SIMPL reserves the right to change any Prize and/or the terms and conditions of this promotion at its discretion without prior notice or liability to the customer. All decisions made by SIMPL in respect of this promotion or in the event of any dispute are final and no correspondence will be entertained.
  13. 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 promotion, these terms and conditions shall prevail.
  14. Participants must be aged above 18 years of age on the promotion start date and be a resident and/or citizen of India to participate.
  15. The following are not eligible to participate: (a) persons who are employees of SIMPL or any of its group companies or controlled by it in any manner whether directly or indirectly (b) Employees, contractors, sub-contractors of any of SIMPL agencies associated in the development and execution of this promotion or their immediate family members.
  16. SIMPL reserves the right to request proof of a participant's eligibility if there is a doubt over his/her eligibility for the promotion.
  17. To the extent only permitted by Applicable law, SIMPL reserves the right to use the customer's image, photograph, name and likeness in post-promotion publicity material and in advertising, marketing or promotional material in any media by any means throughout the world for any purpose connected with the products/services of Shell or any company within the Royal Dutch/Shell Group of companies without additional compensation or prior notice to the winner/ participant and all participants consent to the same.

18. Subject to Applicable laws, SIMPL shall not be liable for any losses, taxes, liabilities or inconvenience suffered by any participant as a result of these terms and conditions, entering this promotion or accepting any part of the offer.
19. SIMPL shall not be liable under or in connection with these terms and conditions or for this promotion or using the offer for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and/or SIMPL and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
20. SIMPL does not accept responsibility for (1) lost, late or undelivered entries or (2) any technical or access issue, failure, malfunction or difficulty that might hinder the ability of a participant to enter the promotion or (3) any event which may cause the promotion to be disrupted or corrupted.
21. SIMPL may (i) extend (ii) terminate or suspend the promotion at any time due to circumstances beyond the control of SIMPL (iii) substitute a prize (or any part of a Prize).
22. Prizes/ offers will not be replaced at winner's request or demand by any alternative or cash equivalent although SIMPL reserves the right to substitute either any part of Prize or whole Prize for similar prize of equal or greater value. The Prize/offer is not transferable.
23. In addition to these terms & conditions, other specific terms may be imposed by SIMPL from time to time to deal with any unforeseen situation. SIMPL also reserves the absolute right to change the terms and conditions contained herein and, or, any other rules and regulations in respect of the promotion at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be intimated separately as SIMPL considers fit. However, no obligation is cast on SIMPL to separately intimate each individual participant with regard to such additional terms and conditions.
24. SIMPL also reserves the right to cancel this promotion at any stage without any liability whatsoever to the participant.
25. The participant undertakes and declares, by participating in the promotion that they shall do so only on satisfying the relevant qualification criteria.
26. Each participant understands that each of the officials of SIMPL engaged in the organization and management of this promotion including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any participant in respect of this promotion.
27. The participant undertakes to indemnify and keep SIMPL harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by SIMPL due to breach of any of the terms and conditions herein contained.
28. Any disputes, differences and/or any other matters in relation to and arising out of this Contest and or pertaining to these terms and conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi, India. The Promotion shall be governed by and construed in accordance with Applicable laws in India and will be subject to exclusive jurisdiction of the courts at Bangalore alone. The Rules of Arbitration of Delhi International Arbitration Centre ("**Rules**") shall Apply to the arbitration proceedings and the arbitration shall be conducted by a sole arbitrator to be Appointed as per the Rules. The award of Arbitration shall be final and binding on the parties.
29. Each participant must ensure that his or her participation in the promotion is lawful in accordance with the laws of India. Neither SIMPL nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any participant's participation in the promotion.
30. Participation in the promotion will be construed as an acceptance of these terms and conditions stipulated herein and of any terms and conditions already announced as these.