

TERMS AND CONDITIONS

SHELL VOICE OF CUSTOMER ONLINE SURVEY MONTHLY COMPETITION COMMENCING 15 JULY 2022

1. The terms and conditions set out below ("**Terms and Conditions**") apply to the Shell **Voice of Customer Online Survey Monthly Prize Competition ("Promotion")** being run and administered by Shell Downstream South Africa (Pty) Ltd ("**Shell**" or "**Promoter**" or "**us**" or "**we**") a company incorporated in South Africa with registration number 2007/016255/07, and whose registered office is situated at 57 Sloane Street, The Campus, Twickenham Building, Bryanston.
2. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions and by entering this Promotion all participants will be deemed to have accepted and shall be bound by these Terms and Conditions. This version of the Terms and Conditions applies to Participants (defined below) in the Republic of South Africa.
3. We have a duty, in terms of the Consumer Protection Act, No 68 of 2008 ("**CPA**") to point out certain important provisions in these Terms and Conditions to you. The clauses which contain these important provisions and the reasons why they are important are set out below. It is very important that you read all these clauses carefully.

3.1. **Limitation of risk, legal responsibilities, and liability.** Clauses 17, 20, 24, 25, 25, 26, and 29 below are important because they limit and exclude obligations, liabilities and legal responsibilities that we and other persons or entities may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other

persons and entities are limited or excluded. These clauses also limit or exclude your right to recover from, or make claims against, Shell for losses, damages, liability, or harm you or others may suffer as a result of your participation in the Promotion. Clause 24 below is particularly important due to the potential for incurring risk, legal responsibilities, and liability. In terms of clause 24, you may be responsible for taxes, fees, claims and other amounts. You may also be responsible for, and you accept, various risks, damages, harm, and injury, which may be suffered, by you and others for what is stated in this clause.

3.2. **Indemnities by you.** Clauses 18 and 19 below require you to indemnify (hold harmless) us and other persons or entities against claims, loss, damages, and harm that may be suffered by us and other persons or entities as a result of the events set out in clause 28. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that may be made by any person or entity as a result of the events set out in clause 30. This places various risks, liabilities, obligations, and legal responsibilities on you, and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

3.3. The Promotion is only valid in South Africa and is open to South African residents and South African citizens only. Participants must be in possession of a valid identity document and must be aged 18 years or over.

4. By participating or entering this Promotion, participants will be deemed to have accepted and be bound by these Terms and Conditions, which are interpreted and construed in accordance with the laws of the Republic of South Africa.

5. **Promotional Prizes:**

- 5.1. Shell will be giving away 30 x R1 000 (one thousand rands only) Shell fuel vouchers, every month until the end of the Promotion.
- 5.2. Shell fuel vouchers can only be used to purchase Shell fuel at participating Shell service stations in South Africa and are subject to the terms and conditions as stated thereon. Shell fuel vouchers must be utilised by the expiry date stated on the vouchers and no extensions will be permitted.

6. How to enter:

6.1. V+ Rewards Members:

To enter the Promotion and stand a chance to win a prize, participants must:

- 6.1.1. Be a registered V+ rewards member.
- 6.1.2. Swipe their V+ card after completing a transaction at a Shell Service Station.
- 6.1.3. Complete the Shell Voice of Customer online survey they receive on email or through a link sent on SMS.
- 6.1.4. Ensure that the mobile number is linked to the registered V+ card used for the transaction

6.2. Non-V+ Rewards Members:

To enter the Promotion and stand a chance to win a prize, participants must:

- 6.2.1. Complete and submit the Shell Voice of Customer online survey through <https://tellsell.shell.com/zaf> (the "Promotion Website").

6.2.2. Select "yes" when asked whether they want to participate in the Promotion and enter their contact details.

6.3. A completed survey qualifies as a single entry into the prize draw for the month of entry.

6.4. Only one entry per person per calendar month.

6.5. Disclaimer

6.5.1. Images displayed on the Promotion are for illustrative purposes only.

6.5.2. Prizes are not transferrable and cannot be redeemed for cash or the equivalent of cash.

6.5.3. Customers which are registered on the V+ rewards programme will earn 15c per litre on fuel, and 0.5% on selected items in the Shell Select store at V+ participating sites. (V+ rewards programme Ts & Cs apply).

6.5.4. The participants accept the prize(s) at their own risk. In the event of unforeseen circumstances, the promoters reserve the right to substitute the prize with a prize of the same or greater value.

7. The Promotion runs from 00:00GMT on 15 July 2022 to 23:59GMT on 14 January 2024.

8. The winners of the prizes will be drawn by the last day of each calendar month. The draw will be conducted electronically by an independent third party and Shell auditors.

9. Shell's internal auditors are the appointed auditors for this Promotion. Shell reserves the right to appoint external auditors in its sole discretion and for any reason whatsoever.

10. The winner will be notified telephonically on the number that is registered to their V+ loyalty card if they are registered on the V+ rewards program. If the winner is not registered on the V+ rewards program, they will be contacted using the number they entered when completing the survey. All winners will be contacted within a reasonable period after the draw. If Shell is unable to reach any participant whose name was drawn after 3 telephone calls, such participant will be disqualified, and a draw of a replacement winner shall take place in the same manner as the first draw.
11. All prize winners will receive their prizes by 3 months after the draw was completed.
12. Please note that the Promotion is linked to a single transaction and single visit at a time. This Promotion is only applicable and exclusive to customers who successfully complete the Shell Voice of Customer survey.
13. Please note V+ rewards for in-store purchases are linked to and exclusively available at selected Shell Service Stations.
14. V+ rewards are not acquired on purchases of carwash, lubricants, tobacco, gas, airtime, bus tickets, lottery services, electricity, and other municipal services.
15. For the avoidance of any doubt, it is specifically stated that there is no obligation on the part of any participant to complete the Shell Voice of Customer survey to enter this Promotion.
16. The Promoters may in their sole discretion amend these Terms and Conditions at any time, without notice, and such amendment(s) shall be deemed to have taken effect from the date

of publication of the revised terms and condition on the Shell website (<https://www.shell.co.za/motorists/offers-and-competitions.html>).

17. No responsibility will be accepted by the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, for any prizes which are lost, delayed, corrupted, damaged, misdirected, or incomplete or cannot be redeemed for any technical reason, delivery, or other reasons.
18. As far as the law allows, all participants indemnify the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, against any/ allclaims for any loss or damages, whether direct, indirect, consequential, or otherwise, arising from any cause whatsoever connected to or arising from their participation in any way in this Promotion and/or any receipt of and/or use of a prize.
19. Participation in the Promotion constitutes acceptance of the Terms and Conditions, and participants agree to abide by the rules and participants hereby warrant that all information submitted to the Promoter is true, current, and complete.
20. As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.
21. Shell has discretion to award a prize subject to the availability of stock. Shell's decision in this respect is final and no further correspondence concerning the Promotion or prizes will be entered.

22. Participation in this promotion is not open to (i) any director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sub-lessee), or anyone associated with or affiliated to Shell via any direct/indirect brand affiliation or otherwise, and (ii) such prohibition extends to any spouse, life partner, parent, child, siblings, business partner or associate of such persons listed in (i).
23. Shell may publish the winner(s) name(s) or image (s) in any advertising and Promotional material or digital media for this Promotion and any other future Promotions/Promotions provided that the winner(s) has given his/her consent to Shell. Should the winner(s) consent to the use of his/her name or image in any advertising and Promotional material or digital media for this Promotion and any other future Promotions/Promotions, he/she will have no claim to any compensation or payment in respect of the use of his/her name or image.
24. As far as the law allows, the Promoter shall only be responsible for those costs which these Terms and Conditions expressly say that the Promoter will pay. The participant is responsible for (i) all applicable local taxes and fees; and (ii) all other costs incurred by it, or arising directly or indirectly from, the participant's participation in the Promotion, or from the acceptance, receipt, use or enjoyment of any Prize. Without limiting the rest of this clause 24, the participant will be responsible for the cost of submitting proof of purchase and entering the Promotion, and any data charges that apply, as per the tariff rates charged by the participant's mobile network provider.
25. Shell reserves the right to amend, modify, change, postpone, suspend, or cancel this Promotion and any prize which are not subject to terms of redemption, or any aspect thereof, without notice at any time, for any reason which Shell reasonably deems necessary. In the event that the prize is not available despite the Promoter's reasonable endeavors to procure the prize, the Promoter reserves the right to substitute prizes of equal value.

26. Shell reserves the right to terminate the Promotion immediately and without notice. In the event of such termination, as far as the law allows, all participants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, in respect thereof.
27. To the fullest extent permitted by law, neither Shell nor their partners or agents supporting the Promotion shall be responsible for any loss, damage or injury whatsoever suffered by any participant or winner (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by the winner as a result of or in connection with the Promotion or the acceptance, use or application of the prize.
28. All participants and the winners, as the case may be, indemnify the Shell and their partners or agents supporting the Promotion , their advertising agencies, advisers, nominated agents and suppliers, its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this Promotion (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Shell).
29. As far as the law allows the Promoter, its associated companies (directors, officers, and employees) agents and suppliers, shall not be responsible for a participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures.
30. If any provision of these terms and conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.

31. For all queries in respect of this Promotion, please contact the Shell Customer Call Centre during office hours (8:30AM-4:30PM) on 0800 027 027 or via email on generalpublicenc:inquiries-za@shell.com

32. General and Personal Data Protection

32.1. Personal data of the participants will be processed for the purposes of organising and managing the Promotion (including arranging receipt of and/or participating in the prizes) and communicating with participants in relation to the Promotion. Personal data provided by participants will only be used in accordance with the Privacy Statement as stated on the Promotion Website - this Privacy Statement supplements the Shell Privacy Policy available at: <https://www.shell.co.za/privacy/b2c-notice.html>

32.2. By providing personal data to the Promoter, participants are consenting to its use in accordance with the Privacy Policy.

32.3. In accordance with the Privacy Statement, the Promoter will not keep personal data relating to participants for longer than is necessary and in any event no longer than 24 months from the end of the Promotion period, to assist the Promoter in operating the Promotion in a consistent manner and to deal with any queries relating to the Promotion.