

Terms and Conditions for the Shell Escape Rewards Programme (Shell Escape Card)

These are the terms and conditions ("Terms") of the Shell Escape Rewards Programme for motorist using the Shell Escape Card. These terms should be read very carefully by you, particularly, as they include limitations and exclusions on the liability of Shell. If you choose to be part of the Shell Escape Rewards Programme, means you agree, without limitation or qualification, to abide by the terms below.

Programme Overview

1. The Shell Escape Card ("Card") is a loyalty card issued by Shell Eastern Petroleum (Pte) Ltd ("Shell") that can be used to enjoy additional discounts and accumulate Shell Escape points ("Points") to redeem for rewards, privileges and benefits (including goods and/or services) listed in www.shellescape.com ("Rewards") under the Shell Escape Rewards Programme ("the Programme"). For the avoidance of any doubt, a person paying with the Shell Corporate Card for purchases at Shell stations will not be able to enjoy benefits of the Programme listed below.
2. "Cardmember" or "you" means a person to whom a Card is issued to and is eligible to participate in the Programme.
3. To become a Cardmember, the person will first need to collect a physical Card from any Shell station in Singapore and subsequently register the Card either via the Shell Escape website www.shellescape.com or by calling the Shell Escape Centre at +65 6235 3261. All mandatory details as specified on the Shell Escape website must be completed in full for a successful registration. Unless a Cardmember successfully completes registration, the Cardmember will be unable to redeem any Rewards under the Programme.
4. The Cardmember warrants and represents that the details and particulars contained in the registration referred to in Clause 4 above shall be true and shall update all details and particulars from time to time either via the Shell Escape website www.shellescape.com or by calling the Shell Escape Centre at +65 6235 3261. Upon receipt of the Card and successful registration, the Cardmember may commence using the Card for qualifying purchases for the purposes of accumulating points under the Programme to redeem for Rewards and for additional discounts, subject always to the Programme's terms and conditions, as amended by Shell from time to time.
5. Any individual person aged eighteen (18) or above can apply to be a Cardmember of the Programme. However, Shell reserves the right to determine eligibility of any individual as a cardmember of the programme for any reason whatsoever.
6. Prevailing details on how Rewards, privileges and/or benefits can be enjoyed (including how Points can be accumulated and Rewards redeemed) will be published from time to time.
7. The Cardmember understands that by joining the Shell Escape Rewards Programme, the Cardmember will need to accept the terms and conditions governing the Shell Escape Rewards Programme and agree to receive marketing communications from Shell relating to products and services offered by Shell, its affiliates and/or third parties which Shell may collaborate from time to time.
8. The Cardmembers should also have read Shell's Privacy Policy, available at <https://www.shell.com.sg/privacy.html> and understands and consents that the Cardmember's personal data will be collected, used and disclosed in accordance with purposes listed in the Privacy Policy, and that the person can choose to opt out from receiving communications during the membership period.

Cards

9. At all times, Cards that are issued by Shell are the property of Shell and may be used by Cardmembers only in accordance with prevailing terms and conditions. Shell reserves the right to require a Card that is issued by Shell to be returned on demand without giving any reason whatsoever.
10. Telephone notification of any loss or theft of a Card may be reported via the telephone number +65 6235 3261 or at a number as updated by Shell from time to time. Shell shall not be responsible for any transactions effected prior to the receipt by Shell of notice of such loss or theft and Shell shall have the right to debit the Cardmember's account for any and all redemptions that are affected prior to notification to Shell of such loss or theft.
11. The Cardmember shall take due and proper care of the Card. If the Card is lost, stolen, damaged or defaced, Shell may cancel the Card and issue a replacement Card but is not obliged to do so. If Shell issues a replacement Card, it has the sole discretion to impose a fee for the replacement Card.
12. The Cardmember shall ensure that the Card is signed. Before leaving the participating Shell service station or any other outlets at which the Card is accepted, the Cardmember must check the Card returned to him or her to ensure that he or she have been returned the right Card.

Shell Escape Card Discount

13. As a Cardmember, the Cardmember will enjoy a total of ten (10) % discount (5% on site discount + 5% on Shell Escape Rewards Programme discount) on any fuel purchases at Shell in Singapore.
14. Discount may vary and will be amended by Shell at any time in its absolute discretion from time to time.

Accumulation of Points

15. The Card must be presented at participating Shell service stations and at any other outlets (as may be stipulated by Shell from time to time) at which it is accepted before making payment, failing which Points will not be credited into the Card. Previous or backdated receipts are not valid for Points accumulation.
16. Points can only be accumulated via the following methods:
 - a) For fuel purchases, Points will be issued based on the quantity of fuel pumped. For every litre of Shell FuelSave Diesel, Shell FuelSave 95 and Shell FuelSave 98 purchased, the Cardmember earns one (1) point. For every litre of Shell V-Power purchased, the Cardmember earns one point two (1.2) points.
 - b) For car wash service related purchase, Points will be issued based on the total amount spent at Shell Car Wash. Every one-dollar (\$1) spent entitles the Cardmembers to one (1) Point.
 - c) For car servicing and maintenance purchase only at Shell Autoserv, every servicing package "Shell Helix Express Servicing Package" or "Shell Helix Ultra Servicing Package" entitles the Cardmember to One Hundred (100) Points.
 - d) For purchase of motor insurance at DirectAsia Insurance only entitles the Cardmember to up to Three Thousand (3000) Points. DirectAsia Insurance terms and conditions can be viewed at directasia.com/shell.
17. Additional bonus Points may be issued by Shell during special promotions. Please refer to the terms and conditions of the respective special promotions on how Points are accumulated.

18. Points carry a validity period of two (2) years from the date the Points are credited into the Cardmember's card account.

Redemption of Points

19. A Cardmember may only redeem points once registration has been successfully completed. A Cardmember who has accumulated sufficient points in his/her Card and is eligible, subject to meeting any terms and conditions that Shell may impose, to redeem Points for Rewards. Points utilised for redemption of Rewards will be on a first-in-first-out basis.

20. In order to redeem Rewards, Cardmember must either present the Card at the point of purchase and key in a 4-digit redemption PIN number ("PIN") or login to his Card account on www.shellescape.com. Failure to present the Card at point of redemption means that a Cardmember will be unable to redeem such Rewards.

21. For security purposes, the Cardmember can change the PIN by calling into the Shell Escape Centre at +65 6235 3261 or at a number as updated by Shell from time to time. In the event of any misuse of Points, Shell will not be responsible in any way whatsoever for the loss of Points and will not provide any compensation for the loss of the Points.

22. In the event that the Reward entitles the Cardmember with Singapore dollar(s) amounts off a purchase, total value must be redeemed against the current purchase. Any balance is not refundable and cannot be accumulated or brought forward to the next purchase or credited into an account. Example: Cardmember redeems a Reward of fuels redemption for \$10, Cardmember's actual fuel purchase \$8. The remainder of the Reward amount of \$2 will be forfeit.

23. In the event that the Reward requires both Points to be redeemed and payment to be made, the Cardmember shall make the necessary payment using a mode of payment that is accepted at merchant offering the Reward. Such payment shall be borne solely by the Cardmember and the Cardmember shall not dispute the amount payable.

24. All Rewards are governed by the terms and conditions of the Programme, the terms of conditions of the particular Reward and terms and conditions of the merchant offer the Rewards, where applicable.

25. For each calendar day, each Cardmember may only redeem either (a) a maximum of ten (10) redemptions or claim for Rewards where allowed (unless otherwise indicated); or (b) up to a maximum of SGD\$200 worth of fuels per transaction, whichever is lower.

26. All Rewards are subject to availability and change, Shell reserves the right to cancel, change, substitute or remove the Rewards or make amendments to, change or substitute the Rewards conditions at any time with or without notice to the Cardmember.

27. Shell reserves the right to adjust the Points required for redemption of Rewards, irrespective of whether it is an upward or downward adjustment of Points, without giving any prior notice to the Cardmember.

28. If the Cardmember is required to pay any taxes, levies, duties, Goods and Services Tax (GST) or service charge in relation to the Rewards, such taxes, levies, duties, GST or service charge shall be borne solely by the Cardmember.
29. Upon a successful redemption, the requisite Points will be deducted from the Cardmember's account. All redemptions shall be irrevocable and irreversible. Redeemed Rewards cannot be returned or exchanged for other Rewards in the catalogues and is not refundable for cash or credit under any circumstances whatsoever. In the event that Shell agrees at its sole discretion to allow the above, Shell reserves the right to charge the Cardmember a fee.
30. Notwithstanding any other provisions contained herein and without prejudice to any other rights contained herein, Shell reserves the right at its sole discretion to deduct any Points from the Cardmember's account and/or refuse to allow the Cardmember to effect any redemption and/or to recall any redemption made by the Cardmember if any voucher has been erroneously sent to the Cardmember and/or any Points have been erroneously awarded to the Cardmember and/or Points were not duly deducted upon a successful redemption due to system glitches or failure, or for any other reasons whatsoever.
31. Cardmembers are advised to examine all Rewards upon collection and to reject any damaged or defective goods/items at the point of redemption.
32. In the event that there are any damaged or defective Rewards, the Cardmember shall contact and liaise directly with the supplier/manufacturer of the Rewards. In the event Rewards carry the guarantee/warranty of the supplier/manufacturer and the Cardmember shall be bound by such supplier's/manufacturer's guarantee/warranty.
33. All disputes concerning any Rewards shall be settled between the Cardmember and merchant offering the Rewards directly. Shell shall not in any way be involved in such claims and/or disputes save for when Shell is itself the merchant supplying the Rewards.

Past Transactions History

34. Past transaction history can only be viewed online if you have a Shell Online Account. Please visit: www.shellescape.com or at a website as updated by Shell from time to time to register.
35. Shell, however, reserves the rights to change the mode and frequency of offering statements to Cardmembers at its absolute discretion and without assigning any reason whatsoever.
36. In the event that the Cardmember of a Card that is issued by Shell is not able to retrieve his/her statement from the Shell Escape Rewards Programme website, the Cardmember shall immediately contact the Shell Escape Centre at +65 6235 3261 or at a number as updated by Shell from time to time to inform Shell of the same. The Cardmember shall provide any information requested by Shell, including but not limited to, the Card number.

Cardmembers' Information

37. Cardmembers shall ensure that Shell is kept informed and updated of any change of address, contact numbers and email address.

38. A notice shall be deemed to have been given by Shell to a Cardmember if it is sent to the latest address of the Cardmember that is on record with Shell: (a) on the day of delivery, if sent by hand; (b) on the next day after posting, if sent by post.
39. Subject always to our Privacy Policy and the prevailing legislation on data privacy under the Personal Data Protection Act 2012, Shell may at any time send to any Cardmember any form of promotional catalogues, pamphlets and notices.

Cancellation, Termination and Suspension

40. Shell may at any time without assigning any reason whatsoever and without prior notice cancel, suspend and/or terminate the Programme. The Cardmember shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Un-utilised Points shall be invalidated on cancellation, suspension and/or termination of the Programme.
41. Shell may at any time without assigning any reason whatsoever and without prior notice cancel, suspend and/or terminate any Card and/or the use of any Card. The Cardmember shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Un-utilised Points shall be invalidated on cancellation, suspension and/or termination of the Card and/or the use of the Card.
42. A Cardmember may terminate the use of a Card at any time by calling the Shell Escape Centre at +65 6235 3261 or at a number as updated by Shell from time to time. If a Card is cancelled and/or terminated, all un-utilised Points relating to the Card shall be forfeited/invalidated without any compensation by Shell whatsoever.
43. Shell reserves the right to cancel/terminate any Card(s) that has not been used for purchases of Shell fuel.

Exclusion

44. Unless Shell is itself the supplier of the Reward(s), any Reward(s) listed in the promotional catalogues, pamphlets and notices will refer to benefits and/or privileges (including goods and services) that are provided by the member merchants. Shell shall not be responsible for the quality or fitness for purpose or any other matter relating to any benefits or privileges (including goods or services) provided to the Cardmember upon redemption. Shell shall not be liable or responsible for any injury, loss or damage suffered as a result of, or in connection with the Programme howsoever arising, including but not limited to, the redemption and use of the Rewards, any breakdown or malfunction in any computer system or equipment, any notice which is misdirected and/or lost in the post, 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 the Programme 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.
45. Rewards carry the warranty of their manufacturers. Shell makes no product representations or warranties, express or implied, and disclaims any and all liability as to the condition, quality, merchantability or fitness for use or purpose of any goods/products and/or services provided to the Cardmember (whether at the

merchant outlet or otherwise) upon redemption of Points. Shell will not be liable for any damage, loss or injury suffered by Cardmembers, their family members or third parties as a result of use of the Rewards.

46. Shell shall not be liable in any way whatsoever if any person fails and/or refuses to recognise or honour any Card (whether for crediting or debiting of Points or otherwise) for any reason whatsoever.

47. Shell shall not be liable for any loss or damage suffered by the Cardmember by reason of:

- a) any loss or theft of or damage to any Reward sent to the Cardmember by post;
- b) any failure or omission to notify the Cardmember of any changes in the Shell Escape Rewards Programme and/or the details relating to accumulation of Points and/or redemption of Rewards;
- c) any event or occurrence beyond the reasonable control of Shell; or
- d) any loss or damage suffered by the Cardmember arising out of or in connection with the use of the Card that is not caused by the Wilful Misconduct (as defined below) or Gross Negligence (as defined below) on the part of Shell or its employees. "Gross Negligence" shall mean any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or wanton indifference of a risk known, or so obvious that it should have been known, and so great as to cause harm to people, property or the environment. "Wilful Misconduct" shall mean a deliberate act or omission, the consequences of which were foreseen or foreseeable and intended to cause harm to people, property or the environment.

48. Shell shall not be liable for any erroneous crediting or debiting of or failure to credit or debit Points, any duplicate transactions, any loss of accumulated Points or any other loss whatsoever suffered by the Cardmember whether as a result of any breakdown, or failure of any machine, data processing or communication system or transmission link or an inability to retrieve any information or data from the computer system or for any reason whatsoever.

Assignment

49. No rights of any Cardmember against Shell may be assigned or otherwise disposed of.

50. Shell may at any time assign or transfer all or any part of its rights and/or obligations relating to any Card and/or the Shell Escape Rewards Programme without the prior consent of any Cardmember.

Variation

51. Shell may without notice to the Cardmember amend and/or vary any aspect of the Shell Escape Rewards Programme, including the terms and conditions herein and/or the published details relating to the enjoyment of benefits and/or privileges (including the accumulation of Points and the redemption of Rewards), without being liable to the Cardmember in any manner whatsoever.

General

52. Where a Card bears a name and/or mark indicating that the Card may be used to obtain benefits and/or privileges under any other programme, the prevailing terms and conditions governing that programme issued by the person indicated by that name and/or mark shall apply and Shell shall not be responsible in any manner whatsoever for the proper operation of that programme.

53. Shell may, at any time in its absolute discretion and without assigning any reason, discriminate between different Cardmembers in that benefits or privileges may be offered or granted to certain categories of Cardmembers but not to others.
54. Unless otherwise indicated on the Card, the Card is not a charge card and cannot be used as such. Where it is indicated on the Card that the Card is also a charge card, use of the Card as a charge card shall be governed by the prevailing terms and conditions applicable to that charge card. Where the Card is also a charge card issued by Shell, crediting of Points may be affected only in conjunction with the use of the Card as a charge card.
55. In the event that any provision or condition herein shall be or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or un-enforceability shall not in any way affect or impair any other provisions or conditions herein and these Terms and Conditions shall be construed as if such invalid or illegal or unenforceable provision or condition had never been contained herein.
56. Where a Cardmember is incapable or rendered incapable, by reason of death, mental disorder or permanent disability, of managing and administering his property, affairs and estate, upon the happening of any of the events indicated above, all un-utilised Points shall be automatically invalidated and will not inure to the benefit of the representatives and/or the estate of the Cardmember.
57. The Cardmember is to take note that in the event of any changes to its particulars or delivery address, Shell shall have the right to direct all future correspondences or Rewards to the new address provided. The Cardmember shall be responsible to ensure that it immediately contacts Shell in the event that it fails to receive its statements, vouchers or Rewards from Shell. In the event of any fraud or theft as a result of the above, Shell shall not be responsible or liable for any transactions effected prior to the receipt by Shell of such notice and Shell shall have the right to debit the Cardmember's account for any and all redemption that was affected prior to such notification.
58. These Terms and Conditions are governed by Singapore Law. All Cardmembers hereby submit irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.

Shell's Rights

59. In the event of breach of security, promotion manipulation, information/data inaccuracy or fraud, Shell reserves the right to cancel or suspend the promotion and not to award the bonus points.
60. Shell's decision is final in every situation including any not covered above and no correspondence will be entered into.
61. Shell may disclose Shell Escape Cardmembers' personal data to authorized third parties involved in the operations of the Shell Escape Rewards Programme, including sending out of marketing communications, and/or such other third parties permitted to supply products and services to Shell Escape Cardmembers.

The above Terms and Conditions was last updated on the 24 July 2020.