

SHELL HELIX MEKANIK SENANG MENANG 2016

Terms and Conditions

1. This Shell Helix Mekanik Senang Menang 2016 ('Programme') is jointly organised by Shell Malaysia Trading Sdn Bhd (6087-M) ('SMTSB') and Shell Timur Sdn Bhd (0113304-H) ('STSB') (SMTSB and STSB collectively known as 'Shell'). The Programme period is from 1 October 2016 (12:01 AM) to 30 November 2016 (11:59 PM) for Peninsular Malaysia and East Malaysia. Shell has the right to extend the promotion period beyond 30 November 2016 without prior notice.
2. This Programme is open to all mechanics and owner-mechanics of Shell Helix Independent Workshops and Shell Helix Branded Workshops in Malaysia that are 18 years old and above. (hereinafter referred to as, the '*Eligible Participants*').
3. 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.
4. Shell reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice.
5. These Terms and Conditions, which may be amended from time to time pursuant to clause 4 above, shall prevail over any provisions or representations contained in any other promotional material advertising this Programme.
6. By submitting the Eligible Participant's details in the Shell-issued Programme's pocket guide and by completing the Programme SMS registration, the Eligible Participant is deemed to have agreed to
 - Participating in the Programme;
 - Be bound by the Terms and Conditions herein, including the decisions of Shell concerning this Programme; and
 - The Privacy Policy contained this Terms and Conditions.
7. Shell reserves the right to cancel, terminate or suspend this Programme without prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Programme 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.
8. 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 Programme, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

9. To participate in this Programme, the Eligible Participant is required to register by using his or her own mobile phone via SMS and submit the following details:

- Name (as per NRIC)
- OBM code (workshop code)

10. For registration purposes, the Eligible Participant is required to SMS to 33668 from any time between 13 September 2016 to 30 September 2016 according to the format below;

SH<space>R<space><OBM code><space><Mechanic's Name>

Upon submitting the abovementioned details, you will receive an SMS reply validating your registration onto this Programme. Please note that your registration onto this Programme is not valid if you do not receive such SMS reply.

11. Besides registration via SMS, the Eligible Participant is also required to fill up personal details in the Shell-issued pocket guide and submit it to the Distributor Sales Representative. The details to be submitted are as follows:

- Name (as per NRIC)
- Mobile Numbers
- Workshop Name
- OBM Code (workshop code)
- DSR Code
- Sign Up Date
- Signature

12. To participate in the Programme, the Eligible Participants need to service end consumers' car by using any of the following Shell Helix products:

- Shell Helix Ultra ECT C2 C3 0W30 (4L)
- Shell Helix Ultra 5W40 (4L)
- Shell Helix HX7 10W40 (4L)
- Shell Helix HX7 5W30 (4L)
- Shell Helix HX5 15W40 (4L)
- Shell Helix HX5 10W30 (3L)
- Shell Helix HX3 20W50 (4L)

(collectively, hereinafter referred to as the "Qualified Shell Helix Products")

13. For each Qualified Shell Helix Products sold, the Eligible Participant is required to peel off the label on the bottle cap of the Qualified Shell Helix Product and scratch the silver layer. Eligible Participant is then required to SMS KOD SEKURITI from each bottle cap to 33668 anytime from 1 October 2016 to 30 November 2016 according to the format below:

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SH <space>S<space>KOD SEKURITI<space>PRODUCK SKU<space>NOMBOR PLAT KERETA
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Upon submitting the abovementioned details, you will receive an SMS reply indicating whether the KOD SEKURITI is valid or not. Each of your submission will only be successful if you receive an SMS reply indicating that the KOD SEKURITI that you have submitted is valid. If you do not receive an SMS reply or if the SMS reply indicates that the KOD SEKURITI is not valid, your submission will be deemed unsuccessful.

14. For each successful SMS submission of the Qualified Shell Helix Products sold, the Eligible Participant will receive points in the following manner:

Total SMS to be Awarded by the Last Day of October 2016 and the Last Day of November 2016 Respectively	Points for each SMS
20 SMS or less	1 point
More than 20 SMS	2 points
If the SMS submitted relates to the sale of the Qualified Shell Helix Products to end customers who are newly registered or are already validly registered onto the Shell Helix Engine Warranty Program ("SHEW SMS")	3 additional points

To illustrate:

- (a) If the Eligible Participant submitted 25 SMS in the month of October, he or she would have been awarded a total of 50 points on the last day of October 2016.
- (b) If 5 out of the 25 SMS in (a) above are SHEW SMS, the Eligible Participant would have collected 15 additional points on top of the total of 50 points on the last day of October 2016. This means that the Eligible Participant would have had a total of 65 points on the last day of October 2016.

15. The points described in Clause 14 above shall be awarded to the Eligible Participant at the end of the last day of October 2016 and November 2016, respectively. The points collected on the last day of October 2016 can be carried forward to the month of November 2016.

16. The total points collected on the last day of October 2016 and November 2016 respectively, shall represent the number of entries the Eligible Participants gets for this Programme. For example, if the Eligible Participant collected 65 points in total for the month of October 2016, he will get 65 entries for that particular month.

17. Only four (4) mobile line subscriptions are available for this Programme: Maxis, Digi, Celcom and U-Mobile. Eligible Participants will be charged RM0.30 for successful registration and RM0.30 per successful entries. Any SMS from other mobile lines apart from the ones mentioned above will not be considered a successful entry for this Programme.
18. Every entry is tied to one (1) mobile number which is the one Eligible Participants register themselves at the beginning of the Programme. Each Eligible Participant is not allowed to use multiple mobile numbers to do entry submission. Only entries with the correct format as per **Clause 13** above are eligible.
19. There will be a total of 1,505 winners selected each for the months of October 2016 and November 2016. Winners will be selected in a random draw from all entries accumulated by the Eligible Participants by the end of the last day of those particular months. Each Eligible Participant will only be entitled to win one (1) prize per month.
20. Monthly winners will be notified via SMS announcement within one (1) week after a month ends. Shell Support Team will also call the winners within two (2) weeks after the month ends. Details such as dates for prize collection shall be informed via SMS and telephone call. Shell appointed Distributors will be supporting in respect of the prize distribution. Acknowledgement letter will also be given to the winners. Please note that the winners of this Programme will only be entitled to their prizes once they acknowledge receipt of such acknowledgement letter.
21. Shell Support Team shall make two (2) attempts to call the winners via the telephone number provided on the Participant detail in the Shell-issued pocket guide or mobile number that is registered in the system.
22. Should the first attempt to call the eligible winners fail, i.e. no reply, telephone number not in service, no connection etc, another two (2) attempts will be made within the next four (4) hours. Where such further attempts are unsuccessful, Shell and its appointed agency reserve the right to select another eligible winner in place of the eligible winner which could not be contacted and the same process will be repeated until a new winner is determined.
23. Prizes for the months of October 2016 and November 2016 each are as follows:
 - 1 x RM1,000 cash vouchers
 - 2 x RM500 cash vouchers
 - 2 x RM200 cash vouchers
 - 1,500 x RM50 cash vouchers
24. Prizes are not transferable or exchangeable for cash or any other products. However, Shell reserves the right to offer alternatives at any time without prior notice at its sole discretion.

25. By submitting your entry as per Clause 10 and Clause 11 above, the Eligible Participant is deemed to have agreed to (i) participating in the Programme; (ii) be bound by the Terms and Conditions herein, including the decisions of Shell concerning this Programme; and (iii) Shell and its agencies publishing/displaying his/her name, identification number, city of residence, quotes and/or photographs for purposes of publicity, advertising and/or trade without further notice or compensation. (iv) Shell, any of its subsidiaries or related companies using the personal or contact details of the participant for direct marketing purpose as Shell, any of its subsidiaries or related companies deems fit, without further notice or compensation.
26. For more information, please visit www.shell.com.my/senangmenang

Privacy Policy

1. This privacy policy sets out how Shell Malaysia Trading Sdn Bhd ("SMTSB") and Shell Timur Sdn Bhd ("STSB") (SMTSB and STSB collectively known as, "Shell") uses and protects any information provided when you enter this Programme.
2. Shell may change this policy from time to time by updating this Terms and Conditions without prior notice.
3. Your personal data (including name, address, telephone number and email) provided to Shell through your participation in the Programme, may be processed by Shell, its subsidiaries and related companies, or on behalf of Shell, for the following purposes:
 - a. For internal record keeping.
 - b. To improve Shell products and services.
 - c. To send promotional emails about new products, special offers or other information which Shell customers may be interested to know.
 - d. To contact Shell customers for market research purposes via email, phone, fax or mail.
 - e. For direct marketing purpose as Shell, its subsidiaries or related companies deems fit, without further notice or compensation.
4. In order to do the above, Shell may utilize a third party contractor or agent to handle or process the data collected and prize collection.
5. By submitting your personal data to participate in the Programme, you:
 - a. Declare that you have read, understood and accepted the statements set out in this privacy policy.
 - b. Declare that the information provided to Shell in your submission is accurate, complete and true.
 - c. Are giving your consent to the processing of your personal data that is being processed, or that is to be collected and further processed by us.
 - d. Consent to the transfer of your data between Shell, its subsidiaries or related companies, and/or third parties processing your data on behalf of Shell in the manner and to the extent described in this privacy policy, irrespective of their location.

- e. Consent to the transfer of your data to locations outside of Malaysia or disclosure to our business partners and/or service providers, who may be located within or outside Malaysia.
6. Shell, its subsidiaries or related companies and their third party contractors or agents may reproduce and distribute the eligible participant's photograph, image or likeness and/or name, quotes, identification number and/or city of residence, without compensation for any purpose which it deems fit in the conduct of its business, including without limitation the promotion, marketing, advertising or publishing of the participant's image or likeness in relation to this Programme.
7. Eligible participants may choose to restrict the processing of their personal data in the following ways:
 - a. Decline from participating in the Programme.
 - b. At any time after the entry of this Programme, by writing to the address set out below.
8. A request to access, update or correct any information should be directed to Shell in writing at the address set out below.

Attention: Shell B2C Indirect Section Manager, Lubricants Department

33rd Floor, Shell Malaysia Trading Sdn Bhd, Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur.

9. Shell will not sell, distribute or release the data collected in this promotion to third parties unless we have your permission or are required by law to do so.
10. A participant may request details of personal information which is held about him/her. A fee will be payable for such requests. In order to request for this, write to the address above.

If a participant believes that any information Shell hold on him/her is incorrect or incomplete, such participant is urged to contact Shell as soon as possible, at the above address and such correction will be made prom

Dasar Privasi

1. Dasar privasi ini menerangkan bagaimana Shell Malaysia Trading Sendirian Berhad ("SMTSB") dan Shell Timur Sdn Bhd ("STSB") (SMTSB dan STSB secara kolektif dikenali sebagai "Shell")_mengguna dan melindungi apa-apa maklumat yang diberikan apabila anda menyertai program ini.
2. Shell boleh mengubah dasar ini dari masa ke semasa dengan mengemaskini Terma-terma dan Syarat-syarat ini tanpa sebarang notis.
3. Data peribadi anda (termasuklah nama, alamat, nombor telefon dan email) yang diberikan kepada Shell melalui penglibatan anda dalam program ini, mungkin akan diproses oleh Shell, anak-anak syarikatnya dan syarikat-syarikat yang berkaitan dengannya, atau bagi pihak Shell, bagi tujuan-tujuan berikut:-
 - a. bagi simpanan rekod dalaman.
 - b. untuk penambakan produk-produk dan perkhidmatan Shell.
 - c. untuk penghantaran email-email promosi berkenaan produk-produk baru, tawaran-tawaran istimewa atau maklumat lain yang mana pelanggan-pelanggan Shell mungkin berminat untuk mengetahui.
 - d. untuk menghubungi pelanggan-pelanggan Shell bagi tujuan penyelidikan pasaran melalui email, telefon, faks atau surat.
 - e. bagi tujuan pemasaran langsung sebagaimana Shell, anak-anak syarikatnya atau syarikat-syarikat yang berkaitan dengannya anggap layak, tanpa notis tambahan atau pampasan.
4. Bagi tujuan melaksanakan perkara di atas, Shell mungkin akan menggunakan perkhidmatan kontraktor pihak ketiga atau ejen untuk mengendali atau memproses data yang telah dikumpul.
5. Dengan menyerahkan data peribadi anda bagi menyertai program ini, anda:
 - a. mengisytiharkan bahawa anda telah membaca, memahami dan menerima kenyataan dalam dasar privasi ni.
 - b. mengisytiharkan bahawa maklumat yang diberikan kepada Shell dalam penyertaan anda adalah tepat, lengkap dan benar.
 - c. memberikan keizinan anda terhadap pemprosesan data peribadi anda yang sedang diproses, atau yang akan dikumpul dan selanjutnya diproses oleh kami.
 - d. mengizinkan pemindahan data anda antara Shell, anak-anak syarikatnya atau syarikat-syarikat yang berkaitan dengannya, dan/atau pihak-pihak ketiga yang memproses data anda bagi pihak Shell dengan cara dan setakat mana yang telah dinyatakan dalam dasar privasi ini, di mana jua lokasi mereka.
 - e. mengizinkan pemindahan data anda ke lokasi-lokasi di luar Malaysia atau pendedahan kepada rakan-rakan perniagaan dan/atau pembekal perkhidmatan kami, yang mungkin terletak di dalam atau di luar Malaysia.

6. Shell, anak-anak syarikatnya atau syarikat-syarikat yang berkaitan dengannya dan kontraktor-kontraktor pihak ketiga atau ejen-ejen mereka mungkin akan menghasilkan semula dan mengedar gambar, imej atau perumpamaan dan/atau nama, petikan-petikan, nombor pengenalan dan/atau bandar kediaman peserta yang layak, tanpa pampasan bagi apa jua tujuan yang ia anggap layak dalam melaksanakan perniagaannya, termasuklah dan tanpa had promosi, pemasaran, pengiklanan atau penerbitan imej atau perumpamaan peserta berkaitan dengan program ini.
7. Peserta-peserta yang layak boleh memilih untuk menghadkan pemprosesan data peribadi mereka dalam cara-cara berikut:
 - a. tidak menyertai program ini.
 - b. pada bila-bila masa selepas menyertai program ini, dengan menulis ke alamat yang tertera di bawah.
8. Permintaan untuk mengakses, mengemaskini atau memperbetul apa-apa maklumat hendaklah ditujukan kepada Shell secara bertulis di alamat yang tertera di bawah.

Perhatian: Shell B2C Indirect Sector Manager, Lubricants Department
Tingkat 33, Shell Malaysia Trading Sendirian Berhad, Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur.

9. Shell tidak akan menjual, mengedar atau mendedahkan data yang telah dikumpul dalam promosi ini kepada pihak-pihak ketiga melainkan kami telah mendapat kebenaran anda atau diwajibkan berbuat demikian dari segi undang-undang.
10. Peserta boleh meminta butiran-butiran maklumat peribadi mereka yang disimpan. Fi akan dikenakan bagi tujuan permintaan tersebut. Permintaan tersebut hendaklah secara bertulis ditujukan di alamat yang tertera di atas.
11. Sekiranya peserta percaya mana-mana maklumat yang simpan oleh Shell adalah tidak benar atau tidak lengkap, peserta tersebut digalakkan untuk menghubungi Shell dengan secepat mungkin di alamat yang tertera di atas dan pembedulan tersebut akan dibuat dengan segera.