Terms and Conditions for Shell Recharge x American Express 30% Cashback Promotion

- These terms and conditions shall apply to the Shell Recharge x American Express 30% Cashback Promotion ("Promotion") organised by Shell Singapore Pte. Ltd and its affiliate, Zeco Systems Pte. Ltd., collectively doing business in Singapore as "Shell Recharge" and American Express International Inc ("American Express").
- 2. Participation in this Promotion constitutes acceptance of these terms and conditions relating to the Promotion (the "**Terms**").

Definitions

- 3. For purposes of this Promotion, the following definitions shall apply:
 - a) "AMEX App" means the American Express mobile application available for use in Singapore only.
 - b) "Statement Credit" has the meaning ascribed in paragraph 5 below.
 - c) "Charge Points" means a charge point connected to an EV charging station which is owned and operated by Shell Recharge and forms part of Shell Recharge's network in Singapore. The location of Charge Points can be found on the Shell Recharge App.
 - d) "Eligible Cards" means any personal basic and/or supplementary American Express® Card issued in Singapore by American Express International Inc.. For the avoidance of doubt, Eligible Cards shall exclude American Express® Corporate Cards and American Express® Cards issued by DBS Bank Ltd and United Overseas Bank Limited.
 - e) "Charging Session" means the continuous period of time during which an Eligible Customer uses a Charge Point to charge his/her EV and commences when an Eligible Customer has accessed such Charge Point via the Shell Recharge Asia App and ending when the Eligible Customer terminates such access.
 - f) "Eligible Customers" has the meaning ascribed in paragraph 4 below.
 - g) "Promotion Period" is from 26 March 2024 to 30 June 2024 within which the Promotion will run subject to the terms and conditions herein.
 - h) "Qualifying Transaction" has the meaning ascribed in paragraph 5 below.
 - i) "Shell Recharge Asia App" means the mobile application operated by Zeco Systems Pte. Ltd. or any other Shell Recharge affiliate in connection with the provision of Shell Recharge services in Singapore.

Eligibility Criteria for Promotion

- 4. To qualify for this Promotion, an individual must:
 - a) Have a valid Shell Recharge Asia App user account;
 - b) Hold an Eligible Card;
 - c) Use an Eligible Card to pay for Charging Sessions via the Shell Recharge Asia App's in-app payment function; and
 - d) Register and save the "Spend and get 30% back, up to \$15 in Statement Credit" offer in the AMEX App to the same Eligible Card used for Charging Sessions conducted during the Promotion Period,

("Eligible Customers").

Terms of the Promotion

5. Eligible Customers can earn a 30% cashback (the "Statement Credit") on Charging Sessions completed during the Promotion Period ("Qualifying Transaction") provided that the total Statement Credit that can be earned under this Promotion is capped at S\$15 credit per registered Eligible Card for the entire Promotion Period.

- 6. This Promotion is only available for an Eligible Card registered for the "Shell Recharge x American Express 30% Cashback" offer via the AMEX App. If a specific Eligible Card has been registered for the offer via the AMEX App, it shall not apply to any other Eligible Cards held by the Eligible Customer.
- 7. This Promotion shall only apply to Qualifying Transactions and shall exclude:
 - a) purchases made on Shell fuel and services; and
 - b) purchases made at Shell Select, Shell retail partners, Deli by Shell and Shell Café.
- 8. The Statement Credit is not redeemable for cash or other payment form.
- The Statement Credit shall be posted on the registered Eligible Card's billing statement within 15 business days from the date of each Qualifying Transaction but may take up to 90 days from the end date of the Promotion Period.
- 10. The Statement Credit will not be applied to the Eligible Customer's card account held with American Express if such Eligible Card has been suspended or cancelled.
- 11. The Statement Credit may be reversed if, for whatsoever reason, a Qualifying Transaction is refunded to the Eligible Customer or cancelled by Shell Recharge.
- 12. These terms and conditions shall be read in conjunction with American Express full terms and conditions available at go.amex/sgamexoffertncs.

Use of Personal Information for Shell Recharge

13. For purposes of organizing and conducting this Promotion (including but not limited to the awarding and accounting for the promotional items), customers may also be required to provide their personal data to Shell Recharge. By participating in this Promotion, customers agree to the collection, processing, use and storage of their personal data (which may include their names, mobile phone number, mailing address) by Shell Recharge, Shell Recharge's partners, respective affiliates and/or companies hired by Shell Recharge to process the data, acting strictly under the directions of Shell Recharge and in line with our policy at https://greenlots.com/singapore/privacy-policy-terms/ (and as updated from time to time). If selected by Shell Recharge, the personal data of customers may also be used in news feature, marketing or publicity materials concerning this Promotion. Customers who have queries may contact Shell Recharge Singapore's Customer Services Centre at support.asia@shellrecharge.com or by calling the customer hotline 6227 5944 or at such number as updated by Shell Recharge from time to time.

General terms for Shell Recharge

- 14. Shell Recharge reserve the right at any time in its sole and absolute discretion and without any liability whatsoever, to terminate, suspend or cancel this Promotion, or waive or vary any of these terms and conditions without prior notice (including but not limited to the eligibility terms and criteria and the timing of any act to be done), and all customers shall be bound by all such acts of Shell Recharge.
- 15. The decisions of Shell Recharge on all matters relating to or in connection with this Promotion, including in relation to any dispute in connection with this Promotion, are final, conclusive and binding. Shell Recharge shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning this Promotion.

- 16. Shell Recharge shall not be liable or responsible for any injury, loss or damage suffered as a result of, or in connection with this Promotion howsoever arising, including but not limited to, the redemption and use of the promotional items, 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 (including negligence) or otherwise. For the avoidance of doubt, cancellation, termination or suspension by of this Promotion shall not entitle any party to any claim or compensation against Shell Recharge for any and all losses or damage suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 17. 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 shall prevail.
- 18. This Promotion and these Terms shall be governed by the laws of the Republic of Singapore and all customers participating in this Promotion are deemed to have agreed to submit to the exclusive jurisdiction of the Singapore courts.
- 19. A person who is not a party to any agreement governed by these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any terms of such agreement.