

TERMS AND CONDITIONS

1A) By joining the “Best Fuel Club” and by using the “Shell Value Care Card” or “Shell Value Drive Card” issued by Best Petrol & Diesel Supply Pte Ltd (“BPDS”) all applicants agree and acknowledge that they will be severally bound by the terms and conditions of the “Shell Escape” as well as the “Best Fuel Club” Terms and Conditions contained herein.

1B) The release or discharge of liability or any invalidity or unenforceability against a person / corporation using the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS or any elements of the Best Fuel Club Program shall not discharge or affect the liability of any other person / corporation using the said card.

1C) The “Best Fuel Club” is formerly known as the “Best Petrol & Diesel Supply Club”.

2A) Definitions

“Authorised User” means “Approved Cardholders of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS who possess the necessary vocational license from Land Transport Authority of Singapore to act as Taxi Drivers, Bus Drivers or Private Hire Car Drivers in the Republic of Singapore.

“Authorised Vehicle” means any licensed taxi authorised by the Land Transport Authority of Singapore whose hirer/relief is registered with BPDS as an “Authorised User” of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS.

“Best Fuel Club” refers to the incentive scheme managed by BPDS and Shell Eastern Petroleum Pte Ltd, the terms of which are subject to change, modification, addition and deletion from time to time.

“Associated Program” means any marketing and/or promotional program conducted by BPDS or any of its Business Partners/Affiliates.

“Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS refers to a specific set of cards designated for the “Best Fuel Club” by Shell Eastern Petroleum Pte Ltd which can only be obtained through BPDS, a business entity with registered address at 5 Benoi Place, Singapore 629926.

“Rebate” refers to variable non-guaranteed cash valued component payable by BPDS to its “Authorised Users” for the “Best Fuel Club” Program via electronic bank transfer or any other means as decided by BPDS.

“BPDS – Shell Agreement” refers to the confidential agreement signed between BPDS and Shell Eastern Petroleum Pte Ltd, and as of time to time, modified, supplemented or replaced.

Words importing the singular number including the plural number vice versa.

2B) Cardholder And “Authorised User” Responsibilities

The “Authorised User” shall take due and proper care of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS. If the Card is lost, stolen, damaged or defaced, BPDS may cancel the Card and issue a replacement Card but is not obliged to do so. If BPDS issues a replacement Card, it has the sole discretion to impose a fee for the replacement Card.

The “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS 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 “Rebates” where applicable will not be awarded and Points where applicable will not be credited into the Card. Previous or backdated receipts are not valid for Points or Rebate accumulation.

It is the sole responsibility of the “Authorised User” to ensure that he or she remains the only person to use the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS. In the event of any misuse by any other persons or corporations whether intentional or otherwise, it is deemed that they have accepted and agreed to be fully bound by the terms and conditions stated herein.

Before leaving the participating Shell service station or any other outlets at which the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS is accepted, the Card member must check the Card returned to him to ensure that he has been returned the right Card.

It is the sole responsibility of the “Authorised User” to ensure that the card is used according to the terms and conditions of Shell Escape and “Best Fuel Club”.

3A) BPDS will not be responsible for any act or omission of BPDS and of any Shell Service Station including the failure or refusal of any Shell Service Station to honour the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS or from any loss or damage arising from any defects or

deficiency in or complaints relating to the product / service or any other problems or claims that the “Authorised User” may have with or against BPDS or any Shell Service Station.

3B) In addition to Clause 3A BPDS will not be held liable for any injury/damage/losses/claims/fines/penalties/cost/expense or action and disputes arising from but not exclusive to Clause 3A and in any other manner in connection with use of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS by the “Authorised User / Vehicle”.

3C) BPDS will not be responsible for any loss of profit, special, incidental, consequential, exemplary or punitive damages as a result of situations described herein but not exclusive to clause 3A & 3B.

4) All titles of risk shall be transferred to the “Authorised User” once the product is unloaded to the vehicle.

5A) BPDS reserves the right to change, vary, remove and modify any and all of the promotional mechanics associated with the “Best Fuel Club” program or any other “Associated Program” without notice and without assigning any reason.

5B) All “Rebates” disbursed by the “Best Fuel Club” or any other “Associated Program” are subject to the terms of the “BPDS – Shell Agreement” and may be subject to change.

5C) BPDS reserves the right to change or vary the quantum, mode and frequency of its “rebates” to “Authorised Users” at its absolute discretion.

5D) All “Rebates” disbursed shall be deemed correct and final if uncontested within a window period of 30 days from the day of disbursement of rebates and any authorised user shall waive his/her right to contest the accuracy of rebates disbursed after the 30 day window.

6A) BPDS shall not be liable for any damage award to any “Authorised User”/Corporation as a result of either delay of rebate pay out or any other associated or perceived consequences as a result of its marketing and business activities relating to the “Best Fuel Club” Program.

6B) In continuation from clause 6A, all “Authorised users” of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS will be deemed to have acted out of their own capacity and in turn agree to absolve BPDS from any direct and indirect liabilities, and consequences arising out of any action/misdemeanour on their part in connection with the use of the “Shell Value Care Card” or “Shell Value Drive Card” issued by BPDS.

6C) "Authorised users" agree to indemnify BPDS from any losses or perception of loss incurred due to loss of use of the "Shell Value Care Card" or "Shell Value Drive Card" issued by BPDS due to disruptions including but not limited to a) Waiting for Replacement Cards b) Damaged Cards c) Non receipt of Replacement Cards, d) Temporary Inability of Shell Service Station to accept the "Shell Value Care Card" or "Shell Value Drive Card" issued by BPDS or to dispense the allocated discount or any other failure or perceived failure not specified above.

6D) BPDS will however endeavour to carry out its obligations on a best efforts basis with exception to situations requiring it to act out of manifest necessity.

7A) BPDS reserves the right to reject any application for the "Best Fuel Club" and terminate, revoke or cancel any existing "Authorised User's" membership without assigning any reason.

7B) BPDS reserves the right to demand the return of any "Shell Value Care Card" or "Shell Value Drive Card" issued by BPDS without assigning any reason.

8A) No "Authorised User"/Individual /Corporation will be allowed to sub contract / sub lease/resell/repackage or attempt to gain commercial benefit by any other means from any and all aspects of the "Best Fuel Club" or any other scheme administered by BPDS without prior consent from BPDS especially and not exclusive to manipulating elements of its "Rebate" program.

8B) Best Petrol & Diesel Supply will rigorously and strenuously defend its rights and prosecute all individuals/corporations to the fullest extent of the law who it has perceived to be engaging in fraudulent use/abuse/misconduct of the "Best Fuel Club" Program especially but not exclusive to breach of clause 8A.

8C) Pursuant to Clause 8A and 8B, all individuals/corporations involved in the "Best Fuel Club" Program acknowledge that by any unauthorised use of any elements of the "Best Fuel Club" Program independent to whether they are "Authorised Users" or otherwise, have deemed to accept the terms and conditions stated herein and agree to bear the full costs of any litigation action and its associated costs arising out of a breach or perception of breach including but not exclusive to clause 9A & 9B.

9) Best Petrol & Diesel Supply reserves the right to amend, vary, delete or add to any of these terms and conditions relating to the "Best Fuel Club" Program without assigning any notice.

10) BPDS reserves the right to assign any part or all of the offer and obligations and liabilities of the “Best Fuel Club” Program or any of its “Associated Programs” to any other 3rd party without notice.

11) 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 “Best Fuel Club” Program and its “Associated Programs”, these terms and conditions shall prevail.

SHELL FUEL COUPONS

Use your new Shell Value Drive Card and redeem your fuel coupons to unlock up to 10%* more in fuel savings!

***TERMS AND CONDITIONS**

- This coupon is valid for use at all Shell stations till 31 Jan 2019.
- Each coupon entitles customers to either of the following benefits:
 - a. For cars and taxis with Shell Value Drive Card and Shell Value Care Card only: S\$6 off every S\$60 gross spent on Shell V-Power Nitro+, Shell FuelSave 98 and Shell FuelSave 95 only.
 - b. For taxi and bus with Shell Value Care Card only: S\$3 off every S\$30 gross spent on Shell FuelSave Diesel only.
- This coupon entitles you to redeem up to the value stated, after all applicable station discounts, and is NOT exchangeable for cash, either wholly or partially, or other services.
- Unless otherwise stated, this coupon cannot be used in conjunction with other promotions, other discount coupons, including other Shell and/or bank discount coupons.
- To redeem, the original coupon must be presented to the cashier when making payment.
- Only one (1) coupon can be redeemed per transaction. Multiple receipts cannot be combined for redemption.
- Not valid for use at Shell HandWash, Shell Autoserv outlets, lubricants, convenience stores or any other purchases or services.
- Not valid for use with any Corporate Shell Card.
- Shell reserves the right to amend, vary, delete or add to any of these terms and conditions at any time at its sole discretion without prior notice or liability to you.
- For further queries, please contact Best Petrol & Diesel Supply Pte Ltd from Monday to Friday from 9.30am to 6.30pm at 6898 2525.