

Shell Lubricants 2017 Harvest Promotion Terms and Conditions

1. Information on the offer and how to claim the offer form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.

2. The Promoter is Viva Energy Australia of Level 16, 720 Bourke Street, Docklands VIC 3006 ABN 46 004 610 459 and its agents in the promotion, including their officers, employees and agents (collectively called the "Promoter"). No correspondence received concerning this promotion will be entered into.

3. The promotion commences on Monday 21 August 2017 and closes at 5pm AEST on Friday 1 December 2017 ("Promotional Period").

4. This Promotion is only open to Australian residents 18 years or over, who purchase the minimum quantity (as set out in Clause 7 below) of participating Shell Lubricants products in a single transaction (Products detailed in Clause 6 below known as "Participating Products") from any participating Shell Lubricants Distributor or Reseller ("Participating Distributor or Reseller") during the Promotional Period and who complete a redemption request in accordance with Clause 14 below.

5. Employees (and their immediate families) of the Promoter, participating sales agents and agencies associated with this promotion are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

6. Participating Products are the following Products: Shell Rimula R4 L, Shell Rimula R4 and Shell Spirax S4 TXM in 209 litre drums or 20 litre packs.

7. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period.

8. For the purposes of these Terms and Conditions, the following definitions apply: 'Purchase' means order placed and payment made in full for the Participating Product during the Promotional Period from an Australian participating authorised Shell Lubricants Distributor or Reseller.

9. The Promoter recommends that prior to purchasing a Participating Product the customer verify that the Reseller is authorised to participate in this Promotion by calling 13 16 18.

10. To be eligible for this offer entrants must purchase either: one (1) 209 litre drum of Shell Rimula R4 L, Shell Rimula R4 X or Shell Spirax S4 TXM; or three (3) 20 litre packs of Shell Rimula R4 L, Shell Rimula R4 X or Shell Spirax S4 TXM.

11. All valid entries received in this Promotion will either receive one (1) AFLO Standard 209 Litre Rotary Barrel Oil Pump (4) AP-2220 <https://aflo.com.au/products-page/hand-operated-pumps/ultraflo-standard-rotary-barrel-pump/> or one (1) AFLO 20 Litre Gear Oil Pump With Hose (6) AP-1336 <https://aflo.com.au/products-page/hand-operated-pumps/ultraflo-hand-operated-oil-pumps/>.

12. A maximum of two (2) Bonus Gifts per single transaction is allowed in accordance with the claim requirements.

13. Entrants should allow four (4) to six (6) weeks (from the end of the Redemption Period) for delivery of the Bonus Gift.

14. This is an email redemption offer only. To claim the Bonus Gift:

(a) the claimant must send an email to sales@aflo.com.au including the relevant Promo Code, their first name, last name, business name, contact phone number, complete delivery address and a copy of their purchase receipt. Neither the Promoter nor the supplier of the Bonus Gift accept any liability for incorrect or inaccurate details being recorded and processed; and

(b) the email claim must be received by 5pm AEST on Friday 15 December 2017 ("end of Redemption Period"). No claims will be processed or accepted after this date.

15. All claims must be made by the actual purchaser of the Participating Product as evidenced by the purchase receipt. Claims by any other person will not be accepted.

16. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

17. If a claimant has not received their purchased item from their Reseller at time of payment, claimants are still eligible for the Bonus Gift if they have paid in full within the Promotional Period. Purchases or claims showing incomplete payment for the participating Products will not be accepted. The claimant MUST however lodge a claim before the end of the Redemption Period.

18. Incomplete, indecipherable or illegible claims will be deemed invalid.

19. The Promoter's decision is final and no correspondence will be entered into.

20. The claimant must retain their original purchase receipt as proof of purchase. Failure to produce either the original or a copy of the purchase receipt when requested may, in the absolute discretion of the Promoter, result in invalidation of the claimant's claim and forfeiture of any right to the Bonus Gift.

21. The claimed Bonus Gift is not transferable or exchangeable and is not redeemable at the point of purchase.

22. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the Bonus Gift.

23. Any cost associated with emailing for the purpose of making a claim is the claimant's.

24. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

25. The Promoter makes no guarantee of the availability of any web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.

26. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to a claimant's or any other person's mobile device or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.

27. If there is an event beyond the Promoter's control which causes an interruption to its processing of the Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from a relevant Regulatory Authority.

28. Caution: any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws. Should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by entrant claimant, the claimant agrees to indemnify the Promoter for those losses, damages and costs.

29. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

30. The Promoter reserves the right to reclaim the Bonus Gift from any claimant, if the initially purchased Participating Product is returned after the claim has been processed and fulfilled (other than for warranty reasons). This clause does not limit or affect the claimant's rights with regards to warranties on the Participating Product either from the manufacturer or implied by legislation.

31. If for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions from a regulatory authority made under applicable State or Territory legislation.

32. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any provision of relevant legislation including the Competition and Consumer Act and the Australian Consumer Law in the Commonwealth, State and Territories of Australia ("Non-Excludable Guarantees").

33. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised

access or third party interference; (c) any claim or Bonus Gift that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Bonus Gift. The entrant acknowledges and understands that the Bonus Gift is a product that is a barrel oil pump and is not ordinarily or expected to be used for household or other domestic purposes, except to the extent required by law, the Promoter makes no representations or warranties with respect to the Bonus Gift. The supplier and manufacturer of the Bonus Gift is AFLO Equipment Pty Ltd ABN 61 165 511 320 ("AFLO"). Warranties and goods returns policy details can be found at <https://aflo.com.au/warranty/> or by contacting AFLO 45-47 Horne Street, Hoppers Crossing VIC 3029, at AFLO's online contact portal, <https://aflo.com.au/contact-us/> or contact number 1300 235 623 or fax number 1300 302 361.

34. Subject to this paragraph, all personal information collected from Eligible Entrants will be handled in accordance with the Viva Energy Privacy Policy which can be accessed by visiting <http://www.vivaenergy.com.au/contact-us/privacy-policy>. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, bonus gift or prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant, in addition to any other use that may be outlined in the Shell Privacy Policy. Eligible Entrants should direct any request to opt out, access, update or correct information to the Promoter. Any complaints regarding the treatment of personal information should also be directed to the Promoter using the contact details set out below and will be dealt with by the Promoter in accordance with the Viva Energy Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose any personal information overseas.

35. Please contact AFLO directly in relation to any queries relating to the Bonus Gift at 45-47 Horne Street, Hoppers Crossing VIC 3029, at AFLO's online contact portal, <https://aflo.com.au/contact-us/> or contact number 1300 235 623 or fax number 1300 302 361.