

"SHELL APPEA 2018" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to individuals who: (a) are aged 18 years or over; (b) are registered to attend and subsequently attend the 2018 APPEA Conference and Exhibition at the Adelaide Convention Centre, North Terrace, Adelaide, South Australia between 8am South Australian local time on 14/05/2018 and 4 pm South Australian local time on 17/05/2018 (**Eligible Entrants**). Employees (and their immediate families) of Shell Australia Pty Ltd (ABN 14 009 663 576) (**Promoter**), its affiliated companies and agencies associated with this promotion are ineligible to enter. 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.
3. Promotion commences at 8am South Australian local time on 14/05/2018 and ends at 4pm South Australian local time on 17/05/2018 (**Promotional Period**).
4. To be eligible to enter and receive an entry into this promotion, Eligible Entrants must, during the Promotional Period:
 - (a) take a photo of themselves (a clear photo showing identifiable facial features of the Eligible Entrant, with no presence of another person) in the Shell selfie space at the Shell 2018 APPEA Conference & Exhibition stand (**Photo**);
 - (b) post the Photo on their own Twitter, Facebook or Instagram account, including in the said post (i) the correct answer to the question stated in the promotion, and (ii) the "hashtag" #ShellAPPEA; and
 - (c) ensure the Photo post described in (c) is visible to the Promoter through a public search of the "hashtag" #ShellAPPEA on Twitter, Facebook or Instagram.
5. Only one (1) entry permitted per Eligible Entrant. Incomplete, indecipherable, inaccessible or illegible entries will be deemed invalid.
6. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age, Photo and conference attendance) without notice and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions (in particular, Clause 4 above) or who tampers with the entry process or who is found to have used Photoshop or any other photo editing tools to digitally place themselves in their entry. Errors and omissions will be accepted at the Promoter's discretion. Failure by

the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
8. The prize is:
 - (a) Major prize: 2 x Shell V-Power Racing Team 1:18 FGX Falcon Model Cars.
 - (b) Daily prize: Shell V-Power Steering Wheel Cover, Shell V-Power Power Bank, Shell V-Power Smart Bracelet and Shell V-Power Chamois in Tube.
9. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification subject to any written directions from a regulatory authority.
10. The major prize has an estimated value of \$1000 Australian Dollars. The daily prize has an estimated value of \$200 Australian Dollars. The prize is not transferable or exchangeable and cannot be taken as cash.
11. The prize draw to select the daily winning Eligible Entrant (**Winner**) will take place off site at 6:00pm South Australian local time each day between 14/05/2018 and 17/05/2018. The prize draw to select the major prize winning Eligible Entrant (**Winner**) will take place off site at 9:00am Victorian local time on 21/05/18. The prize draw will be conducted by a Shell staff member. The Promoter's decision is final, and no correspondence will be entered.
12. The Winners will be contacted via social media the following day. A Shell staff member will liaise with the winners and arrange postage of prize during the week commencing 21/05/2018.
13. In the event that the Winner does not respond via social media within 48 hours of the contact, the entrant with the next closest answer will be contacted via the same manner in point 12.
14. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting the business of or any products manufactured, distributed and/or supplied by the Promoter.
15. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the

Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

16. Any cost associated with participating in this promotion is the Eligible Entrant's responsibility.
17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act 2001 or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including 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.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including 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: (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 entry or the prize being 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 prize value to that stated in these Terms and Conditions; (e) cancellation or postponement of the 2018 APPEA Conference and Exhibition event for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a Winner or entrant; (g) taking and/or use of the prize; or (h) a Winner's or entrant's use of Twitter, Facebook or Instagram services.
19. 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, 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. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter. Subject to this paragraph, all personal information collected from Eligible Entrants will be handled in accordance with the Shell Privacy Policy which can be accessed by visiting www.shell.com.au.

20. This promotion is in no way sponsored, endorsed or administered by, or associated with the DJR Team Penske or Viva Energy. Eligible Entrants understand that they are providing their information to the Promoter and that their information so provided will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter. Please contact Bella Kwiatkowski, 0431127278, bella.kwiatkowski@edelman.com.
21. This promotion, together with these Terms and Conditions, is governed by the laws of Western Australia and shall be subject to the non-exclusive jurisdiction of the courts of Western Australia.