

Terms and conditions Shell Recharge x BYD promotion

May 2023

Shell EV Charging Solutions UK Ltd. (operating under the name: "**Shell Recharge Solutions**") regularly offers actions and promotions, including the Promotion described below.

The Promotion is subject to these terms and conditions of sales promotions (hereinafter "**Terms and Conditions**"). By participating in the Promotion, you accept these Terms and Conditions.

Promotion	With the purchase of a BYD vehicle at one of the selected dealers, customers will get a Shell Recharge x BYD charge card. This charge card provides customers with a promotional discount of £0.15 discount per kWh on the Shell Recharge owned and operated DC charging network. The Promotion will be available to a Customer for one (1) year from the date on which it is activated, subject to the Promotion Period. Customers can choose to extend this for an additional year, with a maximum of two renewals within two consecutive years. The Promotion can be activated at any time during the Promotion Period, however, to achieve the full 3 years benefit the Promotion must be activated by the 1st June 2026. The discount only applies when the Shell Recharge x BYD charge card or the Shell Recharge app with the Shell Recharge x BYD charge card connected are used for the charging transaction. All DC chargers that are not owned and operated by Shell Recharge as well as all AC chargers in the public charging network are excluded from the discount but will be available at the regular price. In case the usage of a Customer exceeds more than five (5) times the average usage of Customer, Shell Recharge Solutions has the right to prematurely end the Promotion.
Eligibility Criteria	To be eligible for this promotion, Customers need to be located in the United Kingdom and have a Shell Recharge x BYD charge card.
Promotion period	The Promotion is available from 00.00 GMT on 1st June 2023 until 23.59 GMT on 31st of May 2029.

Activation	Customers do not need to activate the Promotion, but customers will need to activate the charge card. All active Shell Recharge x BYD charge cards automatically receive the discounted price at the selected charge points.
Customer	The natural or legal person who enters or has entered into a legal relationship with Shell Recharge Solutions and BYD.
Partner	BYD hands out the Shell Recharge x BYD charge cards with the sale of their EVs at selected dealerships.
Promoter Details	Shell EV Charging Solutions UK Ltd t/a Shell Recharge Solutions whose registered office is at 1 Waterhouse Square, 138-142 Holborn, London, United Kingdom, EC1N 2SW ("Shell Recharge Solutions"). BYD Europe B.V., whose registered office is at s-Gravelandseweg 256, 3125 BK Schiedam, the Netherlands. Chambre of Commerce: 24288673 ("Partner")

Conditions

- Definitions.** In these Terms and Conditions, capitalised terms shall have the meanings given to them in the table above.
- Promotion Period.** The Promotion is open to all Customers who meet the Eligibility Criteria. To take advantage of the Promotion, the Customer will need to complete the Activation prior to the expiry of the Promotion Period (or until the Promotion is terminated in accordance with these Terms and Conditions).
- Validation.** If a customer number, an e-mail address and/or other account details are required for Activation, Shell Recharge Solutions will use these account details to validate Customer's active account status at the Partner. Personal data is processed in accordance with the [privacy policy](#).
- Business customers.** Where a participant is an officer and/or employee of a company or organisation with a relationship with Shell Recharge Solutions, then they must:
 - have the permission of their employer to enter;
 - comply with their employer's anti-bribery policy and ensure that they will be entitled to accept any incentive connected with the Promotion;
 - notify Shell Recharge Solutions immediately if they have entered the Promotion and they are not permitted to participate;
 - be responsible for any tax liabilities which may arise as a result of the receipt of any incentive.

Shell Recharge Solutions will deactivate the Promotion for the Customer where a participant is not permitted to participate in the Promotion. Shell Recharge Solutions also reserves the right to

deactivate the Promotion for other participants where it is aware that participant is an officer or employee of the same company or organisation, if it receives notification that employees, officers or staff of that company or organisation are not permitted to participate in the Promotion.

5. **Partner.** As part of the Eligibility Criteria, the Customer may be required to have an ongoing relationship with the Partner in order to participate in the Promotion. In such circumstances, if the Customer's relationship with the Partner ceases to exist (e.g. as a result of the termination of all of the Customer's agreements with the Partner,) the Promotion will be deactivated for the Customer by Shell Recharge Solutions at any time during the Promotion Period].
6. **Complaints procedure.** Questions, comments or complaints about the Promotion or these Terms and Conditions can be submitted to Shell Recharge Solutions' customer service both by phone and e-mail or via our chat. More information about Shell Recharge Solutions' complaints procedure can be found at <https://shellrecharge.com/en-gb/solutions/support>.
7. **Promotion combinations.** The Promotion is not valid in combination with other Shell Recharge Solutions promotions. The Promotion is personal and cannot be transferred. If the Customer claims several promotions at the same time, either the Promotion with the highest discount will be offered or the Customer will be offered the choice of which Promotion to activate at the discretion of Shell Recharge Solutions.
8. **Liability.** Neither Shell Recharge Solutions, its affiliates, nor any auxiliary persons or third parties engaged by it shall be liable for any damages and/or additional costs arising from this Promotion, except for liability which cannot be excluded by law (e.g., pursuant to mandatory consumer protection regulations), in which case Shell Recharge Solutions' liability shall be limited to the minimum permitted by law. Nor shall Shell Recharge Solutions be liable for the consequences of obvious (typing) errors.
9. **Modifications.** Shell Recharge Solutions shall be entitled, at its sole discretion, to amend these Terms and Conditions in the interim, or to stop or amend the Promotion without giving any reason if circumstances so require, without being in any way liable to the Customer for damages or costs. Shell Recharge Solutions will inform the Customer in advance of any material changes unless this is not reasonably possible.
10. **Invalidity.** If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, this shall not affect the applicability of the remaining provisions.
11. **Applicable law.** The Promotion and these Terms and Conditions (including any non-contractual disputes or claims arising out of them) are governed by the laws of England and Wales. Any disputes related to or arising from these Terms and Conditions must be filed with the competent courts of England and Wales. This choice of law and forum is without prejudice to the protection afforded to the Customer under the mandatory law of Customer's country of residence (e.g. Customers in Scotland and Northern Ireland may additionally bring an action in their home courts).