

2025 Shell Motorsport Collection Terms and Conditions

1) Promotion

- a) These terms and conditions (**Terms and Conditions**) govern the participation by a customer in the 2025 Shell Motorsport Collection (**Promotion**) promoted by Viva Energy Retail Pty Ltd (ABN 96 662 372 027) of Level 16, 720 Bourke Street, Docklands, VIC 3008 (the "**Promoter**"). By participating in the Promotion, the customer is deemed to have accepted these Terms and Conditions.
- b) Information on how to qualify to purchase and a copy of the Terms and Conditions are located on www.shell.com.au/modelcars (the "**Promotional Website**").
- c) In these Terms and Conditions, Shell Reddy Express and Shell OTR sites that feature material advertising the Promotion are participating in the Promotion and are referred to as "**Participating Outlets**". Sites with Shell Coles Express branding are in the process of re-brand by the Promoter, to either Shell Reddy Express or the Shell OTR brand (or another brand as determined by the Promoter) and may experience closures and/or amended hours during the Promotional Period; such sites will only be "Participating Outlets" for the purpose of this Promotion, if they feature material advertising the Promotion and are open for trade. Independent Shell branded sites are not included and are not "Participating Outlets".

2) Promotional Period

- a) The Promotion begins at 12.00am AEST on Wednesday 1 October 2025 and ends at 11.59pm AEDST on Tuesday 2 December 2025, or once stocks run out, whichever occurs first (**Promotional Period**).

3) Participation in Promotion

- a) During the Promotional Period, subject to the release schedule in clause 3(d), for each eligible spend of AU\$20 in any one transaction on participating fuel or in-store products at any Participating Outlet (**Qualifying Spend**), a customer will qualify to purchase, in the same transaction:
 - (i) one Shell Motorsport Collection model car for AU\$18; or
 - (ii) one Shell Motorsport Collection complete presentation set for AU\$149.

Only valid while stocks last in Participating Outlets, and for purchases made in person via the in-store point of sale system. Not valid with purchases made via any online platforms (including any website or application). For the avoidance of doubt, orders made via the OTR App that are paid for via the point of sale system in store will be eligible toward a Qualifying Spend.

- b) The Qualifying Spend is calculated after all savings and discounts have been applied and excludes the purchase of gift cards, including but not limited to Apple gift cards, mobile phone and mobile phone plans, Opal top up, calling cards, tobacco and tobacco related product purchases, trailer hire, lottery cards and AdBlue®. Purchases made via Fleetcard, Motorpass and Motorcharge do not qualify to purchase the Shell Motorsport Collection.
- c) Qualifying Spends made via Shell Card are eligible to purchase a Shell Motorsport Collection model car as per clause 3(a).
- d) There is a total of eight (8) model cars in the 2025 Shell Motorsport Collection. One model car will be released each week, starting from 1 October 2025, and the Shell Motorsport Collection complete presentation set will be released from 5 November 2025. Further release details, updates and timelines will be available via the Promotional Website. Subject to making a Qualifying Spend, a customer may purchase (depending on the model release schedule and stock availability at the time of purchase):

A. any one of the following Shell Motorsport Collection model cars:

- (i) Scuderia Ferrari F1 F75 car;

- (ii) Shell V-Power Racing Team Ford Mustang GT car;
- (iii) Nissan Formula E Gen 2 car;
- (iv) Forze X1 Hydrogen car;
- (v) Team Penske Ford Mustang GT car;
- (vi) Hyundai i20 N Rally1 Hybrid car;
- (vii) BMW M Hybrid V8 car or
- (viii) Team Penske Indy car; OR

B. the complete Shell Motorsport Collection complete presentation set (with all eight model cars and two batteries included).

e) A customer will also be able to purchase any one of the following Shell Motorsport Collection accessories (subject to stock availability at the time of purchase):

A. Rechargeable Bluetooth® Remote Control Battery, released from 1 October 2025:

B. Empty presentation tin (Cars and batteries not included), released from 1 October 2025.

f) There will be a limit of one Shell Motorsport Collection model car or complete presentation set that can be purchased per each Qualifying Spend. This limit does not apply to purchases of batteries or empty presentation tins, which are not subject to a Qualifying Spend.

g) **BATTERY SOLD SEPARATELY.** A customer may purchase a battery for the Shell Motorsport Collection from any Participating Outlet (while stocks last) for \$8 each. The Qualifying Spend does not apply for the purchase of the battery. Internet connectivity and a Bluetooth®enabled device, which must be provided and paid for by the user, is required to operate the Shell Motorsport Collection model car.

h) **EMPTY CASE SOLD SEPARATELY.** A customer may purchase the empty Shell Motorsport Collection presentation tin from any Participating Outlet (while stocks last) for \$20 each. The Qualifying Spend does not apply for the purchase of the empty presentation tin.

i) Any customers that do not meet the Qualifying Spend requirement set out in these Terms and Conditions will not be eligible to purchase a Shell Motorsport Collection model car or Shell Motorsport Collection complete presentation set.

j) Stock availability will vary across different Participating Outlets. The Promotion will be available while stocks last only and the Promoter does not guarantee the availability of any particular Shell Motorsport Collection model car, battery or empty presentation tin or Shell Motorsport Collection complete presentation set.

4) Liability

a) **WARNING:** The customer is responsible for complying with all warnings and safety instructions that are shown on the packaging of the Shell Motorsport Collection products or contained in any documentation or manual that accompanies the Shell Motorsport Collection model cars. The Shell Motorsport Collection is **not** suitable for children under 36 months old. Small parts are a choking hazard. Adult supervision is required at all times for children using the Shell Motorsport Collection model car.

b) Without limitation to any other rights a customer may have under the *Competition and Consumer Act 2010* (Cth) or other law, the customer may return any faulty Shell Motorsport

Collection model car or battery to the place of purchase for a replacement (subject to stock availability) or for a full refund to be organised.

- c) Nothing in these Terms and Conditions is intended to have the effect of excluding any statutory consumer guarantees arising under the Competition and Consumer Act 2010 (Cth) or any other similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Rights**).
- d) Subject to any Non-Excludable Rights, and to the maximum extent permitted by law:
 - A. the Promoter excludes any term, condition, warranty, representation, guarantee or undertaking that may otherwise be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage;
 - B. the Promoter excludes any liability for consequential or indirect loss however arising or for any personal injury, illness or death which is suffered or sustained in connection with the Promotion including the purchase and use of any Shell model car by the customer; and
 - C. the liability of the Promoter in respect of a breach or failure to comply with any Non-Excludable Right (which cannot be excluded but which can be limited) or for any other loss or claim however arising is limited to the replacement of goods or the payment of the cost of replacing the goods or of acquiring equivalent goods.

5) Privacy

- a) The Promoter is bound by the *Privacy Act 1988* (Cth) and the Australian Privacy Principles in addition to its privacy policy which is located at www.vivaenergy.com.au/contact/privacy-policy. The Promoter will not collect personal information in connection with the Promotion, other than in respect to any customers who contact the Promoter with queries or concerns regarding the Promotion, in which case any personal information provided will be used to respond and manage the query or concern.
- b) The Promoter's privacy policy contains information about how a person may seek access to and correction of their personal information and how to make complaints. It also contains information about how a person can request their personal information not be used for direct marketing purposes and details of other organisations to whom the Promoter usually discloses personal information, such as service providers who may be located in Australia or overseas.
- c) If the Eligible Entrant has provided consent to receiving offers and promotions from the Promoter, the Promoter may use information the Eligible Entrant provides for its own future marketing purposes regarding its products and services, including contacting the Eligible Entrant electronically about other future special offers.

6) General

- a) These Terms and Conditions are governed and are to be construed under the laws in force in Victoria, Australia. Any dispute in relation to these Terms and Conditions will be heard by the courts exercising jurisdiction in that State.
- b) The Promoter may vary these Terms and Conditions at any time during the Promotional Period, subject to applicable law. Customer should regularly check www.shell.com.au/modelcars during the Promotional Period before redeeming the Promotion to read the Terms and Conditions.
- c) The Promoter does not waive a right, remedy or power conferred under these Terms and Conditions if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.

- d) If any provision of these Terms and Conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these Terms and Conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms and Conditions.