



General Terms and Conditions

The present general terms and conditions are also hereinafter referred to as the “GTC”.

PRIVACY POLICY

The privacy policy describes the information privacy practices that Vivo Energy Mauritius Limited (“Vivo Energy”, “VE”, «we», «us», or «our») follows when handling personal information that we collect or receive in conducting the loyalty program called “Shell Club” (“Shell Club” or the “Loyalty Program”), including through our services, products, websites, employee(s) and user application(s) linked to the Loyalty Program.

ARTICLE 1: Introduction

Vivo Energy launches the Loyalty Program. The Loyalty Program is intended to reward loyal Vivo Energy customers. Shell Club allows its members to earn points in order to convert them into rewards that will be determined by and offered by Vivo Energy at such times as Vivo Energy will determine.

A Shell Club member (a “Member”) will earn points as shown in ARTICLE 2 herein through a purchase made directly at a Shell Fuel Service Station or at an Earn Partner.

ARTICLE 2: GENERAL

All participants must be 18 years or older, reside in Mauritius and own a Mauritius mobile number beginning by «5».

In order to participate in the Shell Club, a customer must apply for a physical loyalty card/tag in a fuel station or apply for a virtual card/tag on Vivo Energy mobile application (“Vivo Energy App”).

In both cases the customer must complete a registration by providing the details required and accepts these GTC.

The Loyalty Program is operated by Vivo Energy. Vivo Energy may at any point in time and in its sole discretion, cease or amend this Loyalty Program including any of the benefits offered thereunder, and this without having to pay any indemnity or compensation of whatever nature to any Member.

Vivo Energy reserves the right to withdraw or cancel as of right (“de plein droit”) any participation in the Loyalty Program should it, in its sole discretion consider any Member to have acted contrary to these GTC, and this without having to pay any indemnity or compensation of whatever nature to the Member.

The Loyalty Card issued to a Member under these GTC is issued by and remains the property of Vivo Energy and may only be used in accordance with these GTC.

The Loyalty Card is personal and not transferrable to another Member or a third party and may only be used at Shell Fuel Service Stations in Mauritius.

The Loyalty Card must be presented at the time of purchase. No points will be issued for past purchases.

The current redemption value of points is as shown in ARTICLE 2. Only card holders are allowed to redeem the points and Vivo Energy reserves the right to change the redemption criteria, without having to pay any indemnity or compensation of whatever nature to the Member.

Vivo Energy can, at its discretion, modify the Loyalty Program rewards or substitute rewards of comparable value, without having to pay any indemnity or compensation of whatever nature to the member.

Any fraud, or attempted fraud, or non-compliance with the GTC by the Member shall result in the termination as of right (“de plein droit”) of membership of the Member from the Loyalty Program and Vivo Energy reserves the right to take legal action against such Member.

Vivo Energy reserves the right to discontinue, as of right (“de plein droit”), membership privileges and void a Member’s point balance and rewards if unauthorised points have been earned or redeemed, or if there is any unauthorised use of the Loyalty Card, including where Vivo Energy has a reasonable belief of any of the following:

1. Abuse or attempted abuse of the Loyalty Program;
2. Breach or attempted breach of the GTC; and/or
3. Behaviour relating to the Loyalty Program and/or Shell and/or Vivo Energy that involves theft, misconduct, abusive or offensive behaviour, and/or supplying false or misleading information.



General Terms and Conditions

“Customer Services” means the Shell Club customer services team, which can be contacted by emailing [CustomerServiceMauritius@vivoenergy.com] or by calling +230 206 1111, or information sought from the website <https://www.loyalty.shell.mu>.

ARTICLE 3: ENROLMENT

A customer may register to become a member of the Shell Club in the following manner:

1. Asking for his pre-registration in a fuel station by applying for a Loyalty physical card/tag and providing his mobile number. Then the customer must complete his registration by providing the details required in the form available on the website <https://www.loyalty.shell.mu> or on Vivo Energy mobile application.
2. Registering directly on Vivo Energy mobile application that provide a virtual loyalty card. In this way the customer does not need to pre-register but the customer may ask a fuel station to provide a physical loyalty card.

For the registration on the website and using the Vivo Energy App, the customer will be required to agree to the terms and conditions as a form of acknowledgement which are found at: <https://www.shell.mu/motorists/shell-africa-app.html>. In all cases the customer confirms the acceptance of these GTCs without reservation. All registration details must be completed in full and must contain at a minimum the proposed member's telephone number.

Please read these terms and conditions of use of Vivo Energy App carefully before using the mobile application.

These GTC constitute the contract between the member and Vivo Energy.

There will be the following membership categories:

- a. Private moto driver
- b. Private car driver
- c. Private van driver
- d. Bus driver
- e. Taxi driver
- f. Truck driver

All customers that opt to join Shell Club will be required to register based on their appropriate category as stipulated above. All customers will need to have a valid driving licence to be able to enter the categorisation.

Members shall receive equal treatment in earning points for purchases made.

The password you choose and any other piece of information as part of Vivo Energy's security procedures, you must treat such information as confidential and you must not disclose it to any third party nor allow any unauthorized person access under your username and/or password. One is responsible for any actions that take place while using their account Vivo Energy is not responsible for any loss that results from the unauthorized use of their username and/or password, with or without their knowledge.

ARTICLE 4: EARNING LOYALTY POINTS

Loyalty points have no market value; they cannot be exchanged for cash or sold to a third party.

Customers participating in the Loyalty Program earn points after a purchase and on presenting their cards/tags at the participating Fuel Service Station after each purchase and/or after purchasing services or goods with Vivo Energy's earn partners (See ARTICLE 7 for earn partners).

When a purchase is made, the Member's point balance is credited according to the rule 100 Rupees = 1 point except for Shell Motor Oils & Lubricants: points multiplied by 2 so 100 rupees = 2 points

In any case the maximum number of points earned on a loyalty account is 50 points a day and not more than 1000 points per month.



General Terms and Conditions

Vivo Energy gives also 20 bonus points within the registration process:

- 10 points for the pre-registration in a fuel station
- 10 points for the registration on the website <https://www.loyalty.shell.mu> or on the Vivo Energy Mobile App
- 20 points for clients who register directly on the Vivo Energy Mobile App

ARTICLE 5: SHELL CLUB ELIGIBILITY

Every Shell individual retail customer is eligible to participate in the Shell Club.

All earn partners, fleet, credit, and commercial customers including their employees are not eligible to participate in this Loyalty Program.

ARTICLE 6: HOW TO CHECK POINTS BALANCE

A Member can find out their earned points through the website:

<https://www.loyalty.shell.mu> or the Mobile App or by asking the personal of a participating Fuel Service Station.

ARTICLE 7: SPECIAL POINTS

Vivo Energy may offer the members special one-off rewards in the form of bonus points on certain special occasions as shall be determined at the sole discretion of Vivo Energy; e.g., if you visit the fuel stations several times over a period or if you purchase a specific product or for your birthday and so on.

ARTICLE 8: PERIOD OF VALIDITY OF LOYALTY POINTS

After 365 days since a Member's last purchase with their Loyalty Card at a participating fuel station, the loyalty points will expire and the loyalty account balance will be reset to zero.

If the Member has provided relevant information and still accepts Vivo Energy communications, the member will receive by means of email and/or SMS a 30 days' notice before the expiry of his points.

ARTICLE 9: REWARDS

The redemption of loyalty points into rewards is subject to the registration of the Member with mandatory personal information required.

Members may convert their loyalty points into gifts and/or into e-vouchers on the website <http://www.loyalty.shell.mu> or on Vivo Energy Mobile App or by asking a participating fuel station but only if they wish to convert into a e-voucher. Members will be notified by means of email and/or SMS each time a redemption of loyalty points is recorded into their account.

Each redemption of loyalty points must be validated by Vivo Energy Head office. Members will be notified by means of email and/or SMS as soon as the redemption of their loyalty points is validated. If the redemption of loyalty points is not validated by Vivo Energy head office within 3 months, the reward will be considered void and the Member will be reimbursed for his points.

When being validated the e-vouchers are immediately available in any participating fuel stations. Members must present their loyalty card to use the e-voucher. Each voucher is redeemable only once.

When choosing physical gifts, members will be able to choose the participating fuel station where they wish the gift to be delivered to. After the head office validation, the physical gifts will be pending delivery at the chosen fuel station. Members will be notified by email and/or SMS as soon as the gifts is delivered and will be required to present the loyalty card to collect the gift reward.

The list of rewards, the list of delivery fuel stations, the list of participating fuel stations, the modalities of loyalty points redemption and gift withdrawal could be modified at any time at the sole discretion of Vivo Energy.

Vivo Energy shall not be held liable for any losses or damages of any nature in the event of anomalies or loss of



General Terms and Conditions

communication related to its different technical suppliers or service providers, making it impossible to convert points into rewards temporarily.

ARTICLE 10: ORDERING AND DELIVERING OF REWARDS

The conditions for ordering and delivering rewards are defined in the reward catalogue available at participating Shell Fuel Service Stations participating in the Loyalty Program or by calling Customer Services.

The member shall contact Customer Services to provide all the necessary information on ordering or visit the website <https://www.loyalty.shell.mu> or the Vivo Energy Mobile App.

Once the Member has requested to redeem their points, they cannot revoke or reverse the request.

All redemptions are confirmed via presentation of the card number therefore, where the member's points are redeemed without their knowledge, Vivo Energy shall not be held liable.

ARTICLE 11: REQUEST FOR INFORMATION

Any information relating to Shell Club can be sought on the website: <https://www.loyalty.shell.mu> or Vivo Energy Mobile App or asked to the personal of the participating fuel stations or from Customer Services by email – CustomerServiceMauritius@vivoenergy.com or by calling +230 206 1111.

ARTICLE 12: HOW TO UNSUBSCRIBE FROM SHELL CLUB

The Member can unsubscribe from the Loyalty Program at any time by calling Customer Services to deactivate their account and by returning their Shell Club card/tag to the following address:

VIVO ENERGY MAURITIUS LIMITED, Customer Services, Cemetery Road, Roche Bois, Mauritius.

All points remaining in the Member's account will be forfeited upon unsubscribing and their account deactivated. Once the Member's account has been deactivated, the member will cease to receive any communication from Vivo Energy relating to the Loyalty Program. The Member's information may be held for a period of one (1) month after unsubscribing and thereafter the personal information will be deleted.

ARTICLE 13: UPDATING MEMBERS INFORMATION

The Member can update their personal information through the website <https://www.loyalty.shell.mu> or Vivo Energy Mobile App or by asking the personal of the participating fuel stations or by sending an email to the Customer Services CustomerServiceMauritius@vivoenergy.com or by calling +230 206 1111.

ARTICLE 14: LOST OR STOLEN CARD/TAG

The Member is required to report any lost or stolen cards/tags, immediately by sending an email to the Customer Services CustomerServiceMauritius@vivoenergy.com or by calling +230 206 1111 or at a participating fuel station that is able to provide a new loyalty card.

ARTICLE 15: MODIFICATION OF SHELL CLUB

Vivo Energy reserves the right to modify, suspend or permanently terminate the Loyalty Program, including the rewards, without having to pay any indemnity or compensation whatsoever to the Members. Vivo Energy will inform the Members of the modification or suspension or intended termination by issuing a notice to the Members by the means of an email and/or SMS and/or a specific communication displayed into the participating fuel stations.

In the event of an intended termination of the Loyalty Program, Members will have a period of two (2) months from the issuance of the notice of termination made by Vivo Energy to convert their points into rewards. All points remaining on



General Terms and Conditions

the account at the end of this two (2) months period will be forfeited.

ARTICLE 16: USE OF THE MEMBERS' INFORMATION AND PROCESSING OF PERSONAL DATA

For the purposes of the Data Protection laws and regulations, Vivo Energy is the controller.

By joining the Loyalty Program, the Member of Shell Club agrees to Vivo Energy collecting, processing and using the Member's personal information provided at the time of registration or during the Loyalty Program and to receive communications messages and marketing materials from Vivo Energy and from Vivo Energy partners if the Member had consented to receiving such information from the Vivo Energy partners.

If you do not provide the personal information requested for your registration to be a Member of the Loyalty Program, Vivo Energy will not be able to register you and you will therefore not benefit from the privileges of the Loyalty Program.

The personal information which you provide will be used by Vivo Energy and, if you have consented to, by its partners.

You may withdraw your consent at any time for the processing of your personal information, however this will not affect the lawfulness of processing based on consent before the withdrawal. In addition, if you withdraw your consent, you may enjoy anymore the privileges of being a Member of the Loyalty Program.

If you consider that inaccurate or incomplete information is kept by Vivo Energy or its affiliates or partners, you have the right to request Vivo Energy to rectify, restrict or erase your personal information. However, there may be instances when Vivo may not erase your personal information for compliance with a legal obligation to process the personal information to which Vivo Energy is subject.

Your personal information will be stored by Vivo Energy for as long as you are a Member. Once you are no longer a Member, your personal data will be handled in strict compliance with the law. Under the Data Protection laws, we may keep your personal information in an anonymised format for historical, statistical or scientific purposes. Your personal data may also be kept even if you are no longer a Member for compliance with a legal obligation which Vivo Energy or its affiliates or partners is subject, or for the establishment, exercise or defence of a claim.

Your personal data may be transferred to another country and stored in that country using a cloud-based service. By choosing to be a Member you agree that your personal data may be transferred to another country. Vivo Energy is conscious of the importance of data protection and privacy. It will ensure that sufficient security measures are in place in that third-country for the protection of your personal information.

Under the Data Protection laws, you have a right to lodge a complaint with the local Data Protection Commissioner if you have any concerns about the manner Vivo Energy is handling your personal information, we encourage you to first speak with us and we shall do our best to address your concerns.

The Member also agrees that his personal information may also be used for marketing, research and statistical purposes and consents to Vivo Energy sharing the personal information with Vivo Energy affiliates and nominated third party service providers and for such other purpose(s) as may be permitted by applicable laws and regulations.

Vivo Energy may:

- Seek the Member's participation (on a purely voluntary basis) in advertising campaigns, launches, customer testimonials, product testing and focus groups.
- Seek the Member's feedback on the Loyalty Program product and service offerings.

The Member can update their communication preferences at any given time through the website <https://www.loyalty.shell.mu> or Vivo Energy Web App or by sending an email to the Customer Service Customer Services by email to – CustomerServiceMauritius@vivoenergy.com or by calling +230 206 1111. For further information, relating to the use of personal information collected, Members may visit the VE Privacy Policy available on the website: <https://www.vivoenergy.com/Home/Privacy-policy>

Vivo Energy and its affiliates are committed to protecting the privacy of individuals and aim to act in accordance with the applicable Data Protection Laws in the countries in which we operate.

Each member reserves their rights regarding the processing of their personal information.



General Terms and Conditions

Fraud detection rules may be implemented as part of the Loyalty Program per product category in order to prevent and identify any potential fraudulent transactions on member accounts.

ARTICLE 17: MARKETING

Members may update their communication preferences through the website <https://www.loyalty.shell.mu> or Shell Mauritius Mobile App by selecting or unselecting the appropriate opt-in tick-box below:

- provide my consent to receive Vivo Energy communications and marketing material by email
- provide my consent to receive Vivo Energy communications and marketing material by SMS
- provide my consent to receive Vivo Energy's partners communications and marketing material by email
- provide my consent to receive Vivo Energy partners communications and marketing material by SMS

ARTICLE 18: DISCLAIMER AND JURISDICTION

These GTC are governed by and to be interpreted in accordance with the laws of Mauritius and in the event of any dispute arising in relation to these GTC or any dispute arising in relation to the Loyalty Program the Courts of Mauritius will have exclusive jurisdiction over such dispute.

The members are responsible for the accuracy of the information that they enter or submit into the terminal, website, or given by phone to Customer Service or enter into the Vivo Energy Mobile App. While Vivo Energy does its best to ensure that any information provided is correct at the time of registration into the Loyalty Program, Vivo Energy cannot guarantee the accuracy of such information.

To the maximum extent permitted by applicable law, we exclude all warranties and conditions relating to the Loyalty Program (including any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- Limit or exclude our or their liability for death or personal injury resulting from negligence;
- Limit or exclude our or their liability for fraud or fraudulent misrepresentation;
- Limit any of our or their liabilities in any way that is not permitted under applicable law.

To the fullest extent permitted by law, Vivo Energy shall under no circumstances whatsoever be liable to the member, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Loyalty Program for:

- a. loss of actual or anticipated profit, sales, savings, use, business, business opportunity or revenue;
- b. losses caused by business interruption;
- c. loss of goodwill or reputation;
- d. loss or corruption of data, information or software; or
- e. any indirect, special or consequential cost, expense, loss or damage suffered by you in connection with your membership to the Loyalty Program, even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by you and/or Vivo Energy.

Further, Vivo Energy shall not be liable to the Member or any third party in respect of the refusal to provide rewards, fraud, negligence, act, default or omission or willful misconduct of:

- a. Independent contractors engaged by Vivo Energy, or their employees, contractors or agents; and



General Terms and Conditions

- b. Any retail site staff or their employees, contractors or agents (including any refusal to provide rewards).

ARTICLE 19: INTELLECTUAL PROPERTY RIGHTS (“IPR”)

All intellectual property contained in this Loyalty Program is owned by Vivo Energy or its affiliates or licensors. All content in the Loyalty Program including, but not limited to, text, software, scripts, code, designs, graphics, photos, sounds, music, videos, interactive features and all other content (“Content”) is a collective work under applicable copyright laws and is the proprietary property of Vivo Energy or its affiliates or licensors. Vivo Energy reserves all of its rights in respect of the IPR contained in the Loyalty Program and in respect of the Content.

In particular, all trademarks included on this Loyalty Program are owned by Vivo Energy or its licensors. Trademarks including, but not limited to, the mark «Shell» and the Shell emblem are owned by Shell and licensed to Vivo Energy. Vivo Energy reserves all of its rights in respect of the trademarks included on this Loyalty Program.

Nothing in these terms and conditions of use shall be interpreted as granting to the member any licence of IPR owned by Shell, Vivo Energy or their respective affiliates or licensors.

ARTICLE 20: TRANSFER OF RIGHTS

Vivo Energy may transfer its rights and/or obligations under these GTC and/or under the Loyalty Program, including personal information collected for the purposes of the Loyalty Program to any affiliate of Vivo Energy for compatible purposes. The Member cannot transfer its rights and/or obligations under these GTC and/or under the Loyalty Program to any person.

I hereby apply to be a member of the Shell Club and to receive a Loyalty Card and acknowledge that by completing this application, I have read, understood and agree to be bound by and comply with these General Terms and Conditions.