Instagram/Twitter Photo Competition Terms and Conditions

THIS COMPETITION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW

- 1. To enter the competition:
- (i) Entrants must have an Instagram or Twitter profile to enter the competition
- (ii) Entrants must have registered to the Shell Ideas 360 programme
- (iii) Entrants must be (i) the higher of 18 years of age or the age of majority in the Entrant's relevant jurisdiction of residency by 13 May 2016; and (ii) currently studying (and is officially registered to continue studying until at least 13 May 2016) as a full time or part time undergraduate or postgraduate, excluding those studying for PhD or MPhil degrees, at one of the recognised, degree awarding universities or other equivalent higher education establishments set out on the World Higher Education Database (accessed via http://www.whed.net/home.php
- (iv) Entries must be uploaded to an entrant's Instagram or Twitter profile using #ShellIdeas360 between 00:01 hours GMT on 30 March 2016 until 23:59 hours GMT on 29 April 2016 (inclusive) (the "Competition Entry Period")
- (v) Entrants must take a photo of an invention or innovation that has inspired them to make the world a better place and upload it to their Instagram or Twitter profile within the Competition Entry Period. After the end of the Competition Entry Period entrants will receive a custom URL for their image (the "Custom URL")
- (vi) Entrants may share their entry via the Custom URL on Facebook, Twitter, Google+, LinkedIn and Pinterest between 00:01 hours GMT on 30 April 2016 until 23:59 hours GMT on 12 May 2016 (the "Voting Period"). During the Voting Period votes may be submitted on www.ideas360photocontest.com (the "Competition Website"). Votes are limited to one per day per registered email address during the Voting Period.
- 2. Otherwise eligible entrants are not entitled to enter the competition if they are resident in a country or jurisdiction where the competition may breach any law or regulation. Where this applies, the promoter's invitation to enter the competition in such country/jurisdiction is withdrawn.
- 3. Employees and agents of the promoter and its affiliates and subsidiaries and of Brandmovers Europe Limited ("Brandmovers") and its affiliates and subsidiaries, and their immediate families (spouse, parent, child or sibling) are not eligible to participate.
- 4. The promoter reserves the right to verify/request written proof of the eligibility of any entrant to the competition.
- 5. By submitting an entry to the competition, each entrant agrees with and agrees to be to be bound by these terms and conditions and confirms and warrants that the photo submitted as the entrant's entry has been taken by the entrant and does not breach any third parties' IP rights or copyright.
- 6. No purchase necessary.
- 7. Entry is restricted to one image on either Instagram or Twitter in the Competition Entry Period.
- 8. Photo must be taken by the entrant. Use of stock or any similar photos (or a photo of a stock photo or any similar photo) will not be accepted and any entrants found to be uploading such photo will

automatically be disqualified at the time the promoter becomes aware of the use of such a photo (for the avoidance of doubt disqualification can take place at any stage of the Competition at the promoter's absolute discretion).

9. The entry with the most votes via the Competition Website at the end of the Voting Period wins the first prize. In the case of a tie in total votes, the promoter will select the first prize winner based on the earliest upload time of the tied entries. There are second and third prizes for the entrants with the second and third highest number of votes or up to two entries with ties in total votes to the first prize winner. If there are more than three entries tied in total votes, the promoter will select the second and third prize winners based on the second and third earliest upload times of the tied entries. Prizes do not include any additional costs incurred or travel, except as otherwise stated in these Terms and Conditions.

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- (i) The first prize is an Apple Watch Sport™ 42mm.
- (ii) The second & third prize is a Fitbit watch (Model Fitbit Charge HR ™ Wireless Heart Rate + Activity Wristband).
- 11. Notwithstanding Shell's administration of the competition, Shell is not responsible for and accepts no liability in relation to the quality, performance, durability, warranty or any other aspect of the third party products awarded as prizes.
- 12. Prior to confirming the winners and runners-up, Shell will contact those participants with the highest number of votes to verify the first name, last name and email address that they used to register for Shell Ideas360, and to confirm their eligibility to enter the competition. If we do not receive a response from participants within 48 hours of contacting them, we reserve the right to award the appropriate winners/runners-up prize to another participant.
- 13. Winners will be contacted on 18 May 2016 via the email address used to register on the Shell Ideas 360 website. Winners must validate and confirm their entry by replying to shellideas360@shell.com within 10 days of 13 May 2016 with "#ShellIdeas360 Photo Contest" as the subject, confirming that they have taken and own the photo submitted in their Entry and confirming their contact details.
- 14. If any of the winners are unable to take up their prizes for any reason or if they fail to respond within the stipulated timeframe, the promoter reserves the right to award it to an alternative participant, in which case the first original participant will not be eligible for any share of the relevant prize whatsoever.
- 15. The winners will be announced on the Shell Instagram, Shell Twitter handle and the Competition Website.
- 16. If any of the winners cannot be traced after reasonable efforts having been made to do so, the promoter may dispose of their prize as it thinks fit without any liability to the winners for having done so.
- 17. The Prizes are not transferable, nor is a cash alternative to a prize available, nor can a prize be exchanged for an alternative prize. Where a prize becomes unavailable for whatever reason, the promoter reserves the right to substitute for that prize a prize of equal or higher value.

- 18. The prizes will be sent to the winners by 1 August 2016. All postage costs will be paid by the promoter.
- 19. Incomplete, illegible, late or fraudulent (at the promoter's sole and absolute discretion) entries and those not in accordance with these terms and conditions will not be accepted/will be disqualified. The promoter's decision on all matters is final. No correspondence will be entered into.
- 20. Questions regarding the competition or requests for details of the winners' name and country should be sent by email to Shellideas360@shell.com on or before 21 June 2016.
- 21. The promoter reserves the right to cancel, terminate, modify or suspend the competition or these terms and conditions at any time and for any reason, either in whole or in part, with or without notice and without any liability.
- 22. The promoter does not claim ownership of the photo. Instead, each entrant hereby grants to the promoter a non-exclusive, fully paid and royalty-free transferable, sub-licensable, world-wide licence to use any submitted photo for future online activities on www.Shellideas360.com. By uploading a photo, each entrant hereby acknowledges this and grants the promoter permission to use the photo for such purposes.
- 23. The promoter reserves the right to use the winners' details, photo uploaded and photograph of the entrant for the purpose of publicity, advertising, marketing or promotional material and all intellectual property and moral rights in respect of the same vest automatically and entirely and exclusively with the promoter without additional compensation to the entrant. In entering the competition all entrants consent to the same.
- 24. Personal information supplied by entrants will (a) only be used for the purpose of administering the competition (b) is disclosed to the promoter only and not to Instagram or Twitter, other than the entrant's Instagram or Twitter username (as applicable) which will be retained by Brandmovers, a third party engaged by the promoter in relation to the competition and (c) will be processed in accordance with applicable data protection legislation. This data shall be retained for the duration of the event and any additional time needed to conclude the competition, in any event not longer than 6 months after the end date of the competition. The Data Controller of the data collected and processed in the context of the competition is Shell International Limited of Shell Centre, London, SE1 7NA, England. The competition remains without prejudice to the processing of the entrants' personal information under the Shellideas360. For any questions related to the processing of the entrants' personal information, please address your queries to shellideas360@shell.com
- 25. To the extent permitted by applicable law, the promoter's liability under or in connection with the competition or these terms and conditions shall be limited to the promotional value of the prize in question.
- 26. The promoter shall not be liable under or in connection with these terms and conditions, the competition or using any prize for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the entrant and the promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

- 27. The promoter does not accept responsibility for (1) lost, late or undelivered entries or (2) any technical or access issue, failure, malfunction or difficulty that might hinder entry to the competition or (3) any event beyond its reasonable control which may cause the competition to be disrupted or corrupted.
- 28. In entering the competition each entrant:
- (a) acknowledges and agrees that the competition is not in any way sponsored, endorsed, administered by or associated with Instagram or Twitter;
- (b) waives any right of action against Instagram and/or Twitter/releases Instagram and/or Twitter from any liability arising under or in connection with the competition.
- 29. These terms and conditions are governed by English law and any dispute arising out of or in connection with them will be subject to the non-exclusive jurisdiction of the English courts.
- 30. The promoter is Shell International Limited of Shell Centre, London, SE1 7NA, England.