

Terms and conditions BYD promotion Shell Recharge app

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	<p>To celebrate the launch of the BYD brand in Europe, 2000 customers get complimentary charging credit with the purchase of their BYD electric vehicle. In the United Kingdom, the first 500 customers get £612 charging credit each.</p> <p>The charging credit will be provided in the form of a discount of 100% (one hundred percent) on all EV charging transactions in the United Kingdom during the Promotion period.</p>
Eligibility Criteria	<p>The promotion is available to the first 500 customers in the United Kingdom that purchased a BYD electric vehicle in the period of 22 April 2023 until 31 September 2024. Eligibility is confirmed by receiving a charge card flyer with the promotion code required for activation.</p>
Promotion period	<p>The Promotion is available from 00.00 CET on 22 April 2023 until 23.59 CET on 31 December 2024.</p>
Activation	<p>The Promotion must be activated by participants in the Shell Recharge App by entering the BYD partner code in the 'Partnerships & Rewards' section of the app, followed by their unique promotional code provided by the dealership. Activation is possible until 23.59 CET on the 30th of September 2024.</p>
Customer	<p>The natural or legal person who enters or has entered into a legal relationship with Shell Recharge Solutions and BYD.</p>
Partner	<p>BYD Europe B.V. s-Gravelandseweg 256 3125 BK Schiedam, the Netherlands Chambre of Commerce: 24288673</p>
Promoter Details	<p>Shell EV Charging Solutions UK Ltd t/a Shell Recharge Solutions whose registered office is at 10 York Road London, SE1 7ND, London, The United</p>

	Kingdom (" Shell Recharge Solutions ")
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Conditions

1. **Definitions.** In these Terms and Conditions, capitalised terms shall have the meanings given to them in the table above.
2. **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).
3. **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](#).
4. **[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:
 - 4.1. have the permission of their employer to enter;
 - 4.2. comply with their employer's anti-bribery policy and ensure that they will be entitled to accept any incentive connected with the Promotion;
 - 4.3. notify Shell Recharge Solutions immediately if they have entered the Promotion and they are not permitted to participate;
 - 4.4. 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).