

Online Rewards Program Terms and Conditions

Current as of 3/21/2018

The Online Rewards Program (the "Program") is sponsored by Equilon Enterprises LLC d/b/a Shell Oil Products US ("Sponsor") and is administered by Whapps LLC ("Administrator"). As a user of the Workjam website or Workjam mobile phone applications (collectively, the "Platform"), you are automatically enrolled into the Program and agree to abide by these Terms and Conditions. By participating in the Program, you can earn Points (defined below) and redeem them for offers, discounts, and other incentives as part of the Program. You may also be eligible to earn cents per gallon rewards redeemable through the Fuel Rewards® Program ("CPG Rewards").

Participants in the Program ("Members") agree that access to and use of the Platform are subject to these Terms and Conditions and all applicable laws. Any access is undertaken at a Member's own risk.

Eligibility and Contact Information

Eligibility for the Program is limited to current Authorized Users (as defined in the Workjam Terms of Use and Privacy Policy, available at: [<https://www.shell.us/motorist/workjam-terms-and-conditions.html>]) the terms of which are incorporated herein) of the Platform, age 18 and older, who reside and are located in the fifty (50) states of the United States and/or Washington D.C., and who have an active Workjam account in good standing. **Sponsor's employees are not eligible to participate in the Program.** For purposes of these Terms and Conditions, an individual's Workjam account is considered in good standing when the individual is an Authorized User and has consented to the Workjam Terms of Use and Privacy Policy during registration of the individual's account.

Membership in the Program is for individuals associated with a Workjam account; unless specifically approved by Sponsor, corporations, professional organizations, and other entities, associations, and groups may not enroll in the Program.

To participate in the Program and begin earning Points, an eligible Authorized User must enroll his/her Workjam account by following instructions provided by Sponsor. To be eligible to earn CPG Rewards, an Authorized User must enroll as a member of the Fuel Rewards® Program and maintain his/her Fuel Rewards® Program account in good standing, pursuant to the Fuel Rewards® Program terms and conditions available at: <https://www.fuelrewards.com/fuelrewards/terms-conditions>. Members enrolling in the Fuel Rewards® Program may be required to provide personal information in connection with enrollment, subject to the Privacy Policy for the Fuel Rewards® Program. **Sponsor makes no representations or warranties, expressed or implied, regarding the Fuel Rewards® Program or the availability of CPG Rewards.**

By participating in the Program or accepting any Points, Rewards, CPG Rewards, or other benefits, you acknowledge your understanding of, and agreement to abide by, these Terms and Conditions and the decisions of Sponsor and Administrator, which shall be final.

The Program is provided at the sole discretion of Sponsor, and Sponsor is in no way obligated to provide participation in the Program or maintain the Program, or any part of the Program, for any period of time. **Membership in the Program is granted solely by Sponsor or its Administrator, and membership may be denied or revoked at any time for any reason.** If you have any questions regarding your eligibility to participate in the Program, these Terms and Conditions, or the Program generally, please contact the Shell Help Desk at (SSC@Shell.com or 1-866-447-4355 (1-866-HI-SHELL)).

Changes to these Terms and Conditions

All of the benefits and features of this Program are provided without cost to Members, and Sponsor reserves the right, without prior notice, to change the Program or these Terms and Conditions at any time. This means, for example, that Sponsor may amend, suspend, restrict, modify, supplement, or change any Rewards, CPG Rewards features, or benefits provided, or the amount of Points required to qualify for particular Rewards, CPG Rewards or benefits. Sponsor may also change redemption terms, even though such changes may affect Members' ability to use any Points previously earned. Sponsor reserves the right to terminate the Program at any time, provided that ninety (90) days' notice of such termination is provided. This Program is void where prohibited by federal, state, or local law.

Earning Points (“Points”)

No Points will be awarded for activities that occur before an Authorized User's account is confirmed as enrolled into the Program.

As a Member, you can earn Points for a variety of activities, and points may be awarded by, through, or on behalf of the Sponsor in its sole discretion. Members can see point values for activities, learn what activities earn points, and receive information about other point-earning opportunities that may arise from time to time by visiting the channel pages of the Platform.

Occasionally, the Sponsor or Administrator may provide other opportunities to earn Points besides the activities listed here ("Other Opportunities"). Sponsor and Administrator reserve the right to modify or eliminate such Other Opportunities at any time for any reason.

Points Restrictions

Points are not eligible for use until posted by Sponsor or Administrator. Accumulation of Points does not entitle a Member to any vested rights, property or otherwise, with respect to such Points, and all accrued Points remain the property of Sponsor. If the Program is suspended or terminated, any Points that remain associated with an account after such suspension or termination will be void.

In the event any Member participates in any Points earning activity, event or Other Opportunity while the Member's account is not in good standing, Sponsor may suspend, cancel, adjust or delay the availability of such Points until the account is determined to again be in good standing. Any Points not redeemed will be automatically forfeited, deleted and eliminated upon the termination of the associated account.

Points may only be used to redeem items in the Program Catalog or to redeem CPG Rewards, subject to the conditions and limitations within these Terms and Conditions, and are valid for one-time use only. Points have no cash value and may not be redeemed for cash or credit. Points are not combinable or transferable. Members may not sell, purchase, broker, or barter their Points, Rewards or CPG Rewards purchased using Points. Such actions may result in cancellation of a Member's enrollment, regardless of whether the

transaction is completed. Points earned by multiple Authorized Users under one account shall accrue under that single account.

Redeeming Points

Sufficient Points may be redeemed for (i) CPG Rewards, and/or (ii) one or more available items or offers in the Program Catalog ("Rewards") (the Catalog is available at <http://workjam.online-rewards.com/shop/>). Rewards may include discounts for services, merchandise, food and beverages, and experiences. Rewards may be available for a limited time, and are subject to change without notice. Only CPG Rewards and those Rewards available in the Program Catalog at any given time may be able to be redeemed using Points. Specific Rewards are only available while supplies last, and Sponsor reserves the right to substitute a Reward of equal or greater value based on availability or for any other reason. Sponsor reserves the right to modify available Rewards and/or CPG Rewards at any time without notice. Items in the Program Catalog may be subject to additional specific restrictions, which are set out next to each item description in the Program Catalog. Members are responsible for any and all taxes associated with, or arising out of, their participation in the Program, if any.

Prize Promotions

Sponsor may, from time to time, sponsor a sweepstakes, contest or other promotion as an Other Opportunity to earn Points. The details regarding entry, winner determination, eligibility and all other Terms and Conditions for such promotions will be provided on Sponsor's website.

Disqualification

If a Member's account is not in good standing or if a Member is suspected of fraud, misrepresentation, misuse, abuse, or any violation of these Terms and Conditions, Sponsor reserves the right to impose any or all of the following consequences with respect to such Member: (i) delay or suspension of the processing, reporting, or redemption of the Member's Points, Rewards or CPG Rewards; (ii) forfeiture of Points, Rewards or CPG Rewards already earned by that Member; and/or (iii) cancellation of that Member's enrollment(s). Forfeited Points, Rewards and CPG Rewards will not be reinstated for any reason. Any attempt to undermine the operation of this Program may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

Privacy and Unauthorized Use

Program-specific information may be sent to the email address provided by the Member upon enrollment in the Program. A Member is responsible for notifying Sponsor, Administrator and/or the Excentus Corporation ("Excentus" as owner of the Fuel Rewards® Program) of any change to the email address or other personal information related to the Member's Program, or Fuel Rewards® Program, participation. This can be done by updating the Member's information on the Platform and through the Fuel Rewards® Program website. Sponsor is not responsible for unauthorized access to any Member's information and will not replace stolen or misused Points, Rewards or CPG Rewards. Please see the Workjam Privacy Policy and/or the Fuel Rewards® Program Privacy Policy for full details on how Sponsor and/or Excentus collect and use Member information. Consistent with these privacy policies, note that personally identifiable information and/or other personal information concerning individual data subjects that may include data elements such as a data subject's geolocation/travel data, name, and email address ("Personal Information" or "PI") may be provided to Administrator or other Workjam or Program vendors or affiliates in connection with the Program. By enrolling in the Program, the Member expressly consents to Sponsor's providing such information to Administrator for the purpose of administering the Program.

No Discrimination

Sponsor and Administrator shall not discriminate on the basis of race, color, national origin, gender, disability, or any other protected class or criteria in the issuance of any Points, Rewards or CPG Rewards or for access to the Program.

Disputes

Each Member agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, these Terms and Conditions, or any Points, Rewards or CPG Rewards shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Harris County, Texas; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Members and Sponsor in connection with this Program, shall be governed by, and construed in accordance with, the laws of the State Texas, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

Waiver

The failure of Sponsor or Administrator to enforce any provision of these Terms and Conditions at any time or for any period of time shall not constitute a waiver of such provision or the right of Sponsor or Administrator thereafter to enforce such provision or any other provision of these Terms and Conditions.