

“IMAGINE THE FUTURE” SCENARIOS COMPETITION (OR CONTEST) TERMS &

CONDITIONS (or OFFICIAL RULES)

THIS COMPETITION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW

Participants in the Competition and other users of the application are bound by the following terms and conditions (“Terms and Conditions”), so please read carefully before going on.

1. Introduction

a) The “Imagine the Future” Scenarios Competition (the “**Competition**”) is a competition organised by The Shell Company of Thailand in corporation with Shell Eastern Petroleum (Pte) Ltd (which is incorporated and registered in Thailand with Tax ID: 0100515042462, with its registered address: 10 Soonthornkosa Road, Klongtoey, Bangkok 10110 Thailand), and any affiliates of Shell plc in Thailand and Singapore, hereafter collectively known as “Promoter”. The Competition requires participants in the Competition to develop scenarios for “More and cleaner energy in Asia Pacific and Middle East cities in 2050: How will residents live, work, and play”.

b) The **Competition Period** is from 17 March to 11 August 2022, both dates inclusive.

c) By registering, you confirm that you have read and unconditionally agree to all of these Terms and Conditions and that you accept any and all of the Promoter's decisions regarding the Competition as final and binding in all respects. This does not affect your statutory rights.

d) “**Competition Materials**” means the Submissions (as defined in Paragraph 7 hereof) and other materials generated by a participant in the Competition as part of their involvement in the Competition.

e) The Promoter may pass on any Competition Materials submitted by you via the Competition online submission link to any company within the Promoter or any affiliates of Shell plc (the “**Shell Group**”) and other third parties involved in the operation, evaluation or judging of the Competition including, for the avoidance of doubt, for marketing and communications purposes.

f) All Competition Materials must be in the English language.

g) The Competition is not a formal part of the Shell recruitment process and participation in the Competition will not influence any subsequent application

made by a participant in the Competition for a job, apprenticeship, internship or other training scheme with the Shell Group.

h) A “**Participant**” means a person who enters the Competition as part of a team.

2. Restrictions on the Export of Technical Information

a) The U.S. government regulates the export of certain technical data and information from the U.S. along with the release of technical data and information to foreign nationals located in the U.S. Participants submitting Submissions containing technical details of a technology must ensure that the subject technology is not controlled under U.S. Export Control laws. Participants should seek independent legal advice for assistance in this determination.

b) **Rest of the world** – Participants must ensure that their Submissions comply with their jurisdiction's equivalent or similar export regulations. Participants should seek independent legal advice for assistance in this determination.

c) By entering Submissions, Participants certify that any technical information contained in their Submissions is not restricted for export to Thailand and Singapore.

3. Eligibility

a) Subject to Paragraphs 3(b) - 3(e) below and the other provisions of these Terms and Conditions, participation in the Competition is open to any person who:

(i) is, or will be, the higher of 18 years of age by 12 June 2022 and

(ii) is currently studying (and is officially registered to continue studying until at least 12 June 2022 as a full-time or part-time undergraduate or postgraduate (excluding those studying for PhD or MPhil degrees) at an autonomous university in Thailand or the participating countries, including Singapore, and Egypt or holds Thai nationality/resident permit (an “**Eligible Student**”).

b) Current employees, past employees, apprentices, trainees, interns, agents, past first prize winners of Thailand national Competition, officers or directors of the Promoter and its affiliates (including joint ventures) are not eligible to participate in the Competition.

c) For the avoidance of doubt, Eligible Students who are in the process of being recruited for a job, apprenticeship, traineeship, or internship by the Shell Group

(including joint ventures) will be automatically disqualified if their employment, apprenticeship, traineeship or internship commences any time during the Competition Period.

d) The Competition is not open to employees, agents, affiliates, officers or directors of any advertiser, promotion agency or fulfilment agency of the Promoter or of anyone else professionally connected with the Competition.

e) Eligible Students 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 Thailand and Singapore is withdrawn.

4. Registration

a) Eligible Students wishing to participate in the Thailand national Competition and Singapore regional Competition must each register online on the registration link provided by the Promoter as a Participant.

b) An Eligible Student may only register for entry into the Competition once. An Eligible Student may only participate in the Competition as a member of a team.

c) The final round of the Thailand national Competition is limited to the selected five (5) teams.

d) The registration period for participating in the Thailand national Competition is from 17 March – 12 June 2022 inclusive (the "**Registration Period**"). Internet access is required.

e) All Participants must provide a valid e-mail address and cellphone number as part of the registration process. Participants are responsible for updating their e-mail address and cellphone number if it changes during the Competition Period, and for three months thereafter.

f) The Promoter reserves the right to check the validity of the registration information submitted by a Participant at any stage during the Competition and to ask for evidence of student status from the university or equivalent establishment cited by the Participant.

g) The Promoter also reserves the right to refuse participation, or to disqualify, at any time during the Competition, Participants who have submitted incorrect, incomplete, fraudulent or misleading information. Participants who do not comply with these Terms and Conditions may also be disqualified from the Competition without notice in advance.

- h) Participants will have no recourse against disqualification decisions.
- i) Any Participant not correctly registered by the given deadline will not be able to participate further in the Competition.
- j) For the avoidance of doubt, all times mentioned in Thailand National Competition materials are based on Thailand Time (GMT+7) and all times mentioned in the Regional Competition materials are based on Singapore Time (GMT+8).

5. Teams

- a) The minimum number of persons in a Team is five (5) and the maximum number of persons in a Team is eight (8). Eligible Students cannot participate in more than one Team.
- b) Changes to the composition of a Team can be made at any time up to and including 12 June 2022 by 1700hrs via the Competition online registration link.
- c) Each Team must appoint and indicate to the Promoter at the time of registration, a main contact person (the "**Team Captain**"), who will be the focal point for other members of the Team. Emails sent by the Promoter to the Team Captain are deemed to be duly communicated to other members of the Team.

6. The Competition Calendar

- a) There are 3 stages in the Competition. The Competition will end by 11 August 2022. The calendar below sets out the key timings and deadlines for each stage of the Competition.

NB: All dates and schedules are subject to change.

****STAGE 1** Registration and Training 17 MARCH – 17 JUNE 2022**

17 MARCH – 12 JUNE 2022 no later than 1700hrs - Competition registration opens and Eligible Students can register to participate in the Competition in accordance with Clause 7(a).

The appointment for a virtual interview on 14 June 2022 will be communicated to the selected Teams. At least three members of each selected Team are to attend the virtual interview.

By 15 June 2022 - Teams selected to proceed to Stage 2 are informed. At least three (3) members of each selected Team are to attend the virtual hands-on training organised by the Promoter on 17 June 2022.

****STAGE 2** Thailand National Final 18 JUNE – 27 JULY 2022**

18 June to 22 July 2022 – Teams develop in-depth scenarios. Promoter will also provide training and information sessions. We will notify the Teams of revised instructions if the Thailand National Final must be conducted virtually.

22 July 2022 at 1500hrs – Deadline for **digital/soft copy submission only** of the final presentation of the scenarios, together with a short description (with option of visuals) of the Display Exhibits (to be defined in section 7 (b)) at the final for the Thailand national Competition. The limit per upload is 25MB. You may upload more than once.

27 July 2022 at 1300hrs – Thailand Final – Teams are given 20 minutes for Q&A session with judges. The panel of judges shall select the winners of the Thailand Final Competition (“Winning Teams”). The sequence of the Q&A session will be communicated to the final 5 teams by 26 July 2022.

****STAGE 3** Regional Final 28 JULY – 11 AUGUST 2022**

28 July to 11 August 2022 – Teams prepare to compete in the regional Competition that will be held on 11 August 2022. We will notify the Teams with revised instructions if the regional Competition must be conducted virtually or if the date will change.

The top Team of the national Competition shall represent the country to compete in the regional Competition that will be held by 11 August 2022. This team will be notified of the registration period, submission deadlines and Eligible Students can register to participate in the Competition in accordance with Clause 7(c).

b) The Promoter may send additional information to Participants via Team Captains during the course of any stages. In this case, this information will be sent to all Team Captains at the same time.

7. Competition Requirements, Submissions, Evaluation and Selection of the Winner

a) Each Team will be required to submit via the Competition online registration form the following **IN ENGLISH**:

Stage 1 Registration by 12 June 2022 no later than 1700hrs – Personal information and Team Captain's full name, including the following:

- Name
- Age
- University
- Faculty/School
- Programme
- Mobile number
- Email
- Acknowledgement of attendance for the 17 June 2022 virtual hands-on training event
- Acknowledgement of acceptance of the full Competition Terms and Conditions and Privacy Policy

At least three members of each selected Team are to attend the hands-on training organised by the Promoter on 17 June 2022.

b) Stage 2 by 22 July 2022 no later than 1500hrs (Digital/soft copy submission only) and 27 July 2022 no later than 1200hrs (Physical models only, if any)

The online submission is a short-written report of the proposed scenarios, capped at 2,000 words. Along with this, you are to submit your recorded presentation video (.mov/.mp4), with a duration of up to 20 minutes inclusive of the first minute of team introduction. Depending on how you present, do also submit either the slides used in your presentation or a written description of each of the materials you have presented (the "Presentation Materials").

27 July 2022 no later than 1200hrs – Deadline for submission of physical model (optional) shall be at the venue of the Thailand national Competition final, which will be communicated by the Promoter.

Presentation Materials should immerse the judges into the scenarios you have created and can include any of the following:

- A Slide;
- A film, an animation;
- A skit; and/or Computer-generated visuals, photographs, technical drawings, illustrations etc.; and/or
- A physical models (Optional). Note that the space for a physical model, if any, shall be limited to one table-top space measuring 159cm by 80cm.

Any teams that choose a physical model as a medium will be given a budget of 5,000 THB for the physical model for the Thailand national competition. These are to be claimed from the Thailand national organiser with valid receipts.

The digital submission and the Physical Models together shall be the “**Stage 2 Submission**”.

c) Stage 3 Regional Competition Registration by 30 July 2022 – Teams are to submit their personal information and Team Captain’s full name, including the following:

- Name
- Age
- University
- Faculty/School
- Programme
- Mobile number
- Email
- Acknowledgement of attendance for the Regional Competition
- Acknowledgement of acceptance of the full Competition Terms and Conditions and Privacy Policy

Teams will also be notified of the submission deadlines for the regional Competition which will be held by 11 August 2022.

d) Submissions will be assessed by reference to the following criteria:

Quality of Scenario thinking, including plausibility and creativity; relevance; and presentation.

e) Submissions must not be defamatory, offensive, obscene or in violation of intellectual property rights or rights of privacy or publicity in the Promoter’s sole and absolute discretion and the Promoter reserves the right to disqualify a Team if a Submission or any part thereof falls under one of these categories.

f) Stage 1 Registration and eligibility for Stage 2 will be determined by the Promoter based on the first five (5) Teams of five to eight persons each or a maximum of 40 Participants in total. The decisions of the Promoter will be final and no correspondence will be entered into on that matter.

g) Up to the first five (5) Teams of five to eight persons each or a maximum of 40 Participants in total will be selected to progress to Stage 2.

h) Stage 2 Submission will be assessed by a panel involved in the Thailand Final (the “**Judges**”). The Judges will select 1 (one) Winning Team for the national Competition. The Judges’ decision will be final and no correspondence will be entered into on that matter.

i) The winner of the Thailand Final will then go on to participate in the regional Final. The Judges will select 1 (one) Winning Team for the regional Competition. The Judges' decision will be final and no correspondence will be entered into on that matter.

j) Stage 3 Submission will be assessed by a panel involved in the regional Final (the "**Regional Judges**"). The Regional Judges will select 1 (one) Winning Team for the regional Competition. The Judges' decision will be final and no correspondence will be entered into on that matter.

k) If at any stage in the Competition, a Team is disqualified from the Competition or a Team cannot be traced or contacted after reasonable efforts have been made by the Promoter, that Team will forego the right to progress to the Finals and the Promoter at its sole discretion may arrange for a replacement Team to be selected.

l) Teams may upload photographs, images or a video as part of their final submission. Any such photograph/image/video, in its entirety, must be a single work of original material taken by the relevant Participant. By uploading a photograph/image/video to the Competition online submission link, a Participant represents, acknowledges, and warrants that any photograph/image/video uploaded is an original work created solely by the Participant, that the photograph/image/video does not infringe the intellectual property rights (including, without limitation patents, copyrights, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or services marks, database rights, rights in know-how, rights protecting goodwill and reputation, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing) of any third party, or the image rights of any third party, copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph/image/video. NB: If the photograph/image/video contains any material or elements that are not owned by the Participant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph/image/video, the Participant is responsible for obtaining, prior to submission of the photograph/image/video, any and all releases and consents necessary to permit the exhibition and use of the photograph/image/video in the manner set out in these Terms & Conditions without additional compensation.

8. Correspondence

- a) All correspondence throughout the Competition must be in the English language.
- b) Any additional questions or comments concerning the Competition should be sent via email to contact.itf@catalyst-thailand.com.
- c) The Promoter makes no guarantee of an answer or a time in which an answer may be given. The Promoter reserves the right not to answer a question if, in the Promoter's opinion, an answer would give an unfair advantage to certain Participants.
- d) Participants who have received unofficial or content sensitive information relating to the Competition with the intent of allowing an unfair competitive advantage, from employees, interns, apprentices and trainees or any party involved with the Competition must immediately inform the Promoter by email to tell-shell@shell.com with the subject stating "Imagine the Future - Disputes".

9. Prizes

- a) The Team selected as the Winner of the Thailand national Competition will win a cash prize worth THB 50,000 with Certificate of Achievement and the first runner-up Team will win a cash prize worth THB 20,000 with Certificate of Achievement. The rest of the final 5 (five) teams will be given cash prize worth THB 5,000 with Certificate of Achievement. The top Team of the national Competitions will take part in the regional Competition, which will be held on 11 August 2022.
- b) The Team selected as the Winner of the regional Competition will win a cash prize worth SGD 4,000, the first runner-up Team will win a cash prize worth SGD 2,500, and the second runner-up Team will win a cash prize worth SGD 1,500. Where relevant, the prize money will be transferred to the Winning Team in their local currency at the prevailing exchange rate.
- c) Each Participant will be wholly responsible for the payment of any tax, insurance, contribution or amount of any kind due (if any), in respect of the award of a prize under the Competition.
- d) The Promoter reserves the right to award additional prizes during or at the end of the Competition.
- e) Prizes are non-transferable and no substitution will be made, except at the Promoter's sole discretion. The Promoter reserves the right to substitute a prize for

one of equal or greater value if the designated prize should become unavailable for any reasons.

10. Intellectual Property

a) Participants agree that their Competition Materials will be treated as having been submitted on a non-confidential basis whether or not such Competition Materials are marked or referred to by the Participant as being confidential.

b) Neither the Promoter nor its affiliates will have a duty to treat the Competition Materials as confidential.

c) The Promoter or its affiliates may pass on any Competition Materials to their venture capital and other commercial partners on a non-confidential basis.

d) Participants agree to provide the Shell Group a worldwide, non-exclusive, royalty-free, perpetual licence (with the right to grant sub-licences) to reproduce, use, copy, modify, distribute and/or reference the whole or any part of any Competition Materials (including, for the avoidance of doubt, the Submissions) for any purpose whatsoever and in any media, whether or not currently invented.

e) Participants warrant that they have the necessary rights to grant the licence contemplated in these Terms and Conditions.

f) Nothing in these Terms and Conditions shall be construed as the Promoter granting any Participant any licence under the Shell Group's intellectual property rights (including, without limitation, the Shell Group's trademarks, trade names, and copyright in any images, publications and/or other materials produced by, or on behalf of, Shell Group and distributed to Participants in connection with the Competition), which may only be used by Participants with the Promoter's prior written consent.

g) Participants acknowledge and agree that:

i. the Shell Group and/or persons authorised by the Shell Group may film, photograph and/or make other forms of recording of Participants whilst Participants are present at and/or participating in events organised for or in connection with the Competition ("**Recording**");

ii. as between the Promoter and Participants, the copyright and any and all other intellectual property rights, title and interest in the Recording shall vest in the Shell Group who shall be entitled to deal with all or any part of the Recording in such ways as the Shell Group, in its absolute discretion, sees fit; and

iii. the Promoter shall have no obligation to acknowledge Participants in any finished material in which all or any part of the Recording is included.

h) Participants agree to allow the Shell Group to (without any remuneration) use, represent, and reproduce their name, image, biography and words for any purpose in connection with the promotion of the Competition and/or the Shell Group (including, without limitation, in conjunction with any Submission, Competition Materials and/or Recording) by all means, in any kind of medium and format and in any territory.

i) By submitting an entry to the Competition, the Participant warrants that the content of the entry is entirely of that Participant's own creation and does not in any way infringe the intellectual property rights (including, without limitation patents, copyrights, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or services marks, database rights, rights in know-how, rights protecting goodwill and reputation, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing) of any other person. If it is discovered that any entry is not the original creation of the appropriate Participant and/or breaches and other person's intellectual property rights, the Promoter shall be entitled to disqualify that entry and the appropriate Participants from the Competition.

11. Privacy

a) The Promoter collects the personal data of Participants as stated on the online registration form for the purposes of organising and management of the Competition (including arranging receipt of the prizes) and communicating with Participants in relation to the Competition. Personal data provided by Participants will only be used in accordance with the Privacy Policy at [https://www.shell.co.th/th th/privacy.html](https://www.shell.co.th/th_th/privacy.html). By providing personal data to the Promoter for the purposes above, Participants are consenting to its use in accordance with the Privacy Policy.

b) Participants may be requested to take part in promotional activity relating to their involvement in the Competition and the Promoter reserves the right to use the name(s) of Participants, their photographs and audio/visual recordings of them in any publicity. Participants may also be required to take part in further reasonable promotional activities arranged by the Promoter.

c) The Promoter will not keep personal data relating to Participants for longer than is necessary. Data relating to Participants will be retained by the Promoter for a reasonable period after the Competition closes to assist the Promoter in

operating competitions in a consistent manner and to deal with any queries relating to the Competition.

12. Claims and Disputes

a) Any Participant or Team suspected by the Promoter of plagiarism may be investigated, and, if deemed appropriate by the Promoter (in its absolute discretion), disqualified from the Competition.

b) The Promoter's decision and discretion on any dispute shall be final and no correspondence will be entered into on that matter.

c) Save for the agreement between the Promoter and each Participant for the provision of the Competition as set out herein, participation in the Competition shall in no event be considered or construed as giving rise to any contractual relations with the Promoter or any of its affiliates and, in particular, shall not give rise to any employment relationship.

13. General

a) The Promoter assumes no responsibility or liability for any loss arising out of or from: (i) technical issues, system or software failures experienced by a Participant in submitting their registration/Submission via the online registration form/online submission link; (ii) user errors; or (iii) late, lost, delayed, damaged, misdirected, incomplete or unintelligible registrations/Submissions. Proof of sending will not be accepted as proof of receipt.

b) The Promoter tries to ensure the standard of the online registration form and online submission link remain high but cannot be held responsible for interruptions of service. The Promoter reserves the right to suspend temporarily the operation of the online registration form and online submission link without notice in the case of system failure, maintenance or repair or for any other reason beyond its control.

c) The Promoter makes no promises or warranties (either express or implied) that use of the application will be uninterrupted, error-free or fit for any particular purpose.

d) By accepting a prize, a Winner agrees to release and holds the Shell Group harmless against any and all claims and liability arising out of the award of, the use or misuse of any prize. Where the law implies warranties, which cannot be excluded, the Promoter's liability for breach of those warranties is limited to resupplying the prize (or paying for the costs thereof), where this is permitted by law. A Winner assumes all liability for any injury or damage caused, or claimed to be caused by participation in this Competition or use or redemption of any prize.

e) The following terms and conditions of participation apply during the entire Competition:

- i. The Participant takes part in the Event on his/her own account and liability;
- ii. The Participant is aware of the potential hazards associated with his/her participation;
- iii. Under civil and criminal law the Participant will be the sole person responsible for all damage culpably caused by him or her in participating in this Competition, as well as for damage to his or her own property. In particular, the Participant must compensate any damage he/she has caused to the Promoter's premises and the Promoter's other facilities;
- iv. The Participant declares that he/she accepts liability in the case of damage and that he/she will pay possible claims for damages by the Promoter;
- v. The Participant will not be under the influence of drugs, or alcohol while participating in any of the events for the Competition;
- vi. The Participant is aware that the Promoter will not offer or provide any insurance cover;
- vii. The Participant undertakes to observe the Promoter's safety regulations; and
- viii. The Participant declares that he/she will not make improper use of the Competition to publicise political messages or messages critical of society.

f) The Promoter shall not be liable to Participants under or in connection with the Competition for any indirect, economic or consequential loss or for any loss of profits, loss of business, loss of contracts, loss of use or loss of reputation.

g) The Promoter reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition in whole or in part at any time.

h) The Promoter may at its sole discretion disqualify an Individual Participant or a Team from participating further in the Competition if the Individual Participant/Team shows a disregard for these Terms & Conditions or acts in any unsporting or disruptive manner.

i) The Promoter reserves the right to monitor any information/materials posted on or submitted through the Competition Website by a Participant. The Promoter, at

its sole discretion and without prior notice, may at any time review, remove or otherwise block any information/materials submitted through the online submission link.

j) The Promoter reserves the right to, upon notice to Participants, unilaterally amend these Terms and Conditions from time to time.

k) If the Participant has submitted the same, or a broadly similar, idea in any other competition, details of the competitions in which that idea has been used must be provided to the Promoter. The Promoter reserves the right to disqualify any entry which is composed of substantially the same idea or concept as has been submitted by the relevant Participant in any other competition.

l) If any provision of these Terms and Conditions is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained in these Terms and Conditions will be not affected or impaired in any way.

m) These Terms and Conditions shall be interpreted in accordance with and governed by the laws of Thailand and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the Thailand courts.

Important notes for acknowledgement by any Competition / Contest entrants:

- Any ideas or other material submitted by you will be treated as having been submitted on a NON-CONFIDENTIAL basis whether or not such ideas or other material are marked or referred to by you as confidential. The Promoter will not have a duty to treat such ideas or other material as confidential.
- The Promoter may pass on any ideas or other material submitted by you to our venture capital and other partners. Again this will be on a NON-CONFIDENTIAL basis.
- By providing personal data to the Promoter for the purposes above, Participants are consenting to its use, collection, and retention in accordance with the Privacy Policy. Participants also consent to take part in any promotional activity relating to their involvement in the Competition and the Promoter reserves the right to use the name(s) of Participants, their photographs and audio/visual recordings of them in any publicity. Participants may also be required to take part in further reasonable promotional activities arranged by the Promoter.

- All information or advice provided as part of the Competition website is intended to be general in nature. The Promoter is not liable for any action you may take as a result of relying on such information or advice or for any loss or damage suffered by you as a result of you taking this action.
- You hereby grant the Shell Group a worldwide, royalty-free licence to use your Submissions for any purpose and in any media, whether or not currently invented, in perpetuity.
- Please note that the U.S. government regulates the export of certain technical data and information from the U.S. along with the release of technical data and information to foreign nationals located in the U.S. When disclosing technical details of a technology, you MUST first ensure that the subject technology is not controlled under U.S. Export Control laws. This is your responsibility. Your country may also have equivalent or similar export regulations. For assistance in this determination, contact your legal counsel.
- By submitting such details, you hereby certify that such technical information is not restricted for export to Singapore.