



Fueling Excellence

IP&E LUCKY 7 TERMS & CONDITIONS - SAIPAN

MEMBERSHIP

1. The IP&E Lucky 7 Gold Program is proprietary to IP&E where acceptance of any person(s) to the Program shall be subject to the approval of IP&E and once accepted by IP&E, participation by any such person ("Card Member") in the Program shall be subject to the terms and conditions contained herein. The Program shall only be valid at Shell branded service stations on Saipan.

2. The Lucky 7 Gold Program and any terms and conditions, as amended from time to time, shall be governed by the laws of Saipan and both Card Member and IP&E agree to submit to the exclusive jurisdiction of the courts of Saipan.

3. Any individual desiring to become a Lucky 7 Gold Program Card Member must complete and submit an application in the form prescribed by IP&E and shall be issued with a Lucky 7 Gold Card ("the Card"), free of charge, the use of which shall at all times be subject to the terms and conditions contained herein. Applicants for the Card must be 16 years old and above.

4. The Card is not a credit card or charge card and is non-transferable. The use of the Card is solely restricted to the person to whom the Card is issued and for use in connection with the Program only. The Card cannot be used for making purchases at Shell Service Stations or in the Shell Service Station Shops located therein and all such purchases are to be made separately by cash or credit cards at the Shell Service Stations.

5. The Card Member warrants and represents that the details and particulars contained in the application form referred to in Clause 3 above shall be true. Upon receipt of the Card, the Card Member may commence using the Card for the purposes of accumulating points under the Program, subject to the terms and conditions herein.

6. The Card Member must notify IP&E promptly in writing of any changes to his/her details and/or particulars submitted to IP&E or stated in his/her application form. IP&E shall not be liable for any claims, demands, liabilities or actions arising out of or in connection with the Program or the use of the Card where such claims, demands, liabilities or actions would not have arisen but for the Card Member's failure to notify IP&E of such changes.

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009

P.O. Box 10000

Saipan, MP 96950

Tel: 670-323-5009 | Fax: 670-322-0764

Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

7. The Card shall at all times remain the property of IP&E and must be surrendered to IP&E immediately upon request. IP&E may, at its sole discretion, terminate the membership or Program or the use of the Card at any time without notice or reason.

8. Lost, damaged or defective cards must be reported immediately to the IP&E Customer Service Hotline at 323-5009. If a Card is lost, IP&E may, at its discretion, issue a replacement Card. Costs for replacement and delivery may be passed to customer at a cost of 50 Lucky 7 Gold Points. Where a Card is damaged or is defective, a replacement Card will be issued, at IP&E's discretion, to the Card Member. Upon notification of loss, damage or defect, any points resident in the lost, damaged or defective Card may, at IP&E's discretion, be credited to the replacement Card. IP&E shall not be held liable for the loss of any accumulated points due to card loss, damage or defect. Any fees and/or charges payable by the Card Member in accordance with this Clause or with any other provisions herein may, at IP&E's discretion, be paid by way of deduction of equivalent points based on the then prevailing rate, as may be determined by IP&E from time to time.

9. A Card Member may at any time terminate his/her membership by returning the Card, cut in half, to IP&E by personal delivery to any participating Shell Service Station or by way of registered post. In such an event, IP&E shall not be responsible or liable for any unredeemed points, which shall be forfeited upon such termination by Card Member.

10. Use of the Card by the Card Member shall constitute acceptance of these terms and conditions.

11. Card Members shall be entitled to one Card each.

ACCUMULATION OF POINTS

12. Card Members can earn Lucky 7 Gold Points the following ways:

- 1-Point earned for every gallon of Shell fuel purchased; or
- 1-Point earned for every Five Dollars (\$5.00) spent toward the purchase of IP&E products in a single transaction at any Shell Station.

13. Points will be awarded to a Card Member having possession of a valid Card and presenting it to the service attendants / cashier of the participating Shell Service Station for the purchases of such items as IP&E shall designate from time to time in its absolute discretion ("Qualifying Purchases"). The Card must be presented to the cashier before making the purchase, failing which, points will not be credited. Any

Mariana Acquisition Corporation
dba IP&E Saipan
PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

purchases other than the Qualifying Purchases shall not be considered as Qualifying Purchases and shall not be awarded any points, unless otherwise notified by IP&E. Should the Card Member fail to present his/her card to the pump attendants / cashier prior to the transaction closing and the transaction has been closed, IP&E will not be responsible for crediting the Card Member's points for the completed transaction.

14. In the case where valid Qualifying Purchases were made but were not recorded, Card Members shall be required to provide proof of purchase including receipts before points can be awarded for such valid Qualifying Purchases within 30-days from the date of purchase. IP&E reserves the right to accept or reject such proof at its absolute discretion. In any event, claims for such points shall not be entertained if not made within the same day of purchase.

15. Once the Card is credited with points corresponding to the Qualifying Purchases, a transaction receipt is generated by the cashier at the Service Station which shall be issued to the Card Member. Such transaction receipt shall be conclusive record of the Qualifying Purchases made and the points accumulated thereon. The receipt shall contain details of Card Member's Qualifying Purchases and Card Member's points account and summary. No monthly statement will be sent to the Card Member.

16. The points awarded and credited to the Card cannot be transferred or assigned to another Card or any other card issued by or on behalf of IP&E or combined or aggregated with the points of such Card or otherwise dealt with except in accordance with this Agreement. Points have no cash or monetary value. Only cards assigned to Household accounts can have points combined.

17. IP&E reserves the right to determine, vary or change from time to time the qualifying goods and services and/or number of point to be awarded for each dollar spent for Qualifying Purchases without prior notice or assigning any reasons whatsoever.

18. When a Card Member has earned 100-Points, Card Member may begin redeeming Lucky 7 Rewards at the next transaction. Rewards can be redeemed at the next transaction upon each 100-Point interval earned.

19. Points accumulated in Card Member's Card however, cannot exceed a maximum of 400 Points. Once a Card Member reaches 300-Points, a message will appear on Card Member's receipt reminding Card Member to begin redeeming. When a Card Member reaches 400 Points, Card Member will no longer be able to earn points until redemption is made bringing the account balance below the 400

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

maximum accrued limit. Once the Card Member has redeemed bringing Card Member's account below the 400-Point maximum limit, points earnings will resume at the next transaction.

REDEMPTION

20. A Card Member who has accumulated sufficient points in his/her Card and is eligible, subject to meeting any conditions that IP&E may impose, may redeem the same for such items ("Rewards"), as IP&E shall designate from time to time at its absolute discretion, which Rewards shall be listed in the then prevailing Rewards Guide and shall be subject to the terms and conditions therein.

21. Upon redemption for fuel or store item discounts only, the member will be provided with the corresponding discount equivalent to the total available points in the Card Member's account and shall be deducted the total number of corresponding points equivalent to the discount in the Card Member's account.

22. Upon redemption for a \$10 IP&E Prepaid Wireless Card only, the member will be provided with the reward instantly upon redemption and Card Member's account will be deducted with the corresponding points from Card Member's account.

AIR MILE REWARD REDEMPTION

23. Miles accrued and awards issued are subject to the rules of the United MileagePlus® program. United, its subsidiaries, affiliates and agents are not responsible for any products and services of other participating companies or partners. Please allow six to eight weeks after completed qualifying activity for bonus miles to be posted to your MileagePlus account. Bonus miles and miles earned through non-flight activity do not count towards elite status. Bonus mile offers are subject to change without notice. Taxes and fees related to award travel are the responsibility of the passenger. United may change MileagePlus program, regulations, travel awards and special offers or terminate the Mileage Plus program at any time and without notice. Questions regarding the redemption of Miles may be directed to United at 1-800-864-8331. MileagePlus participation may not be permitted in some countries. United and MileagePlus are registered service trademarks.

Card Members will only be able to redeem reward points if Member's Account has earned sufficient points to allow for redemption.

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

24. All Rewards are subject to availability and IP&E has the right to substitute the redemption rewards with other items of similar value in the event the requested rewards are out of stock or unavailable for whatsoever reason.

25. Upon redemption of any particular Reward, the accumulated points recorded in Card Member's account will be reduced by the corresponding number of points.

26. IP&E gives no representation or warranty with respect to any products and/or services featured in the Rewards option. IP&E gives no warranty with respect to the quality of the Rewards or their suitability for any purpose. Where the Rewards are covered under any manufacturers' warranty, any disputes or claims shall be forwarded directly to the manufacturers concerned.

27. IP&E does not accept liability whatsoever with respect to Rewards supplied or in connection with any refusal by supplier of Rewards to accept certificates/vouchers issued for the purpose of redeeming such Rewards. Any dispute arising from or in connection with such certificates/vouchers shall be solely between the Card Member and such suppliers.

28. For Rewards that are to be redeemed from supplier of Rewards as shall be appointed by IP&E from time to time, the Card Member shall present his/her Card for Rewards redemption and shall comply with any terms and conditions imposed by such supplier. Rewards, once redeemed, cannot be revoked, exchanged, returned, or refunded. In any and all circumstances, any deduction of points from the Card Member's account shall not be reversed.

29. The Card Member is responsible to examine, immediately upon receipt, the Rewards for any defects or damage, whether in its packaging or otherwise, and to verify the contents of the Rewards as applicable. Where the Reward or its packaging is found to be damaged or defective or that the contents therein is incomplete / damaged, the Rewards be immediately returned in the following manner:

(i) in respect of redemption at the C-Store, Card Member must return the Rewards immediately to the cashier at the Service Station the reward was received.

(ii) in respect of redemption of rewards for fuel, no returns will be accepted.

(iii) in respect to redemption of rewards for air miles, no returns or reward reversal will be accepted.

30. IP&E reserves the right to reject any request for the replacement of faulty or damaged Rewards should the Card Member fail to return the same in the manner and within the time period set out in

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

Clauses 29& 30. Notwithstanding any provision to the contrary, IP&E reserves the right not to provide any replacement Rewards if in IP&E's opinion, the item is found to be damaged or rendered faulty due to the negligence or deliberate acts of the Card Member.

31. IP&E or its representative shall not be held liable for any death or injury or consequential loss or damage of any nature arising from the redemption, supply or use of the Rewards or from the loss, theft or destruction of the Rewards. All such claims shall be directed or forwarded to the manufacturers concerned.

32. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, IP&E reserves the right to deduct accumulated points from the Card Member's account or refuse the redemption of any Rewards or to recall such redeemed Rewards under the following circumstances:

- a) points suspected to be fraudulently recorded or obtained;
- b) any points erroneously awarded due to system glitches or any other reasons;
- c) any points derived from any transaction, which has been cancelled, voided, refunded or reversed; or
- d) any points derived from the purchase of inventory and stocks by a Card Member who is appointed to operate, manage or work at a Shell Service Station.

33. IP&E has the right, without prior notice and assigning any reasons whatsoever, to determine and change from time to time:

- a) the Rewards offered in the Program as listed in any other document; and
- b) the qualifying points required for redemption of Rewards.

GENERAL VARIATION

34. The Card Member agrees that IP&E from time to time, without giving prior notice to the Card Member, may vary, add or amend the terms and conditions herein set out. In the event the Card Member is not agreeable to such variation, addition and/or amendments, the Card Member shall cut the card in half and return to IP&E, by personal delivery, to any participating Shell Service Station or by way of registered mail within 7 working days from the date of such variation, addition or amendment, failing which the Card Member shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein.

Mariana Acquisition Corporation
dba IP&E Saipan
PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

PARTICIPATING COMPANIES

35. IP&E reserves the right to invite or allow any other company/ies to participate in the Program and in such event, to modify the Program and any of the terms and conditions provided herein or other agreements or documents relating to the Program, including the terms and conditions in relation to Rewards redemption.

DISCLOSURE OF INFORMATION

36. The Card Member hereby authorizes IP&E and/or its employees or representatives to hold, make use of, disclose, divulge or reveal any information relating to the Card Member and the Card Member's use of the Card in such manner and to such extent as IP&E shall from time to time deem necessary, when it is required by applicable legislation, regulation, government agency or court order. IP&E may further disclose, divulge or reveal any information relating to the Card Member and the Card Member's use of the Card to any party and/or its agents involved in the Program for research, planning, product development and direct marketing. Additionally, the Card Member agrees to allow their particulars and data, including data relating to purchases and mode(s) of payments, to be passed or disclosed between IP&E, its affiliates and its Program contractors or suppliers for the purpose of maintaining Card Member's account with and continued participation of the Program.

By participating in the IP&E/IT&E Lucky 7 Gold Program, Card Member agrees to the Terms and Conditions specified herein and further agrees to receive promotional offers from both Companies and selected promotional partners via emails and texts or other means. Should Card Member choose to opt out of receiving such promotion/s. Card Member shall notify IP&E by contacting our Customer Service Hotline at 670-323-5009 or sending an email to Lucky7Saipan@ipehq.com.

SECURITY OF CARD

37. The Card Member shall take necessary security measures to ensure the proper and valid use of the Card.

38. IP&E shall not be liable, in the absence of wilful misconduct or negligence on the part of IP&E or its employees for any loss or damage suffered by the Card Member arising out of or in connection with the use of the Card.

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan
PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

EXCLUSION OF LIABILITY

39. IP&E shall not be liable for any loss of accumulated points or loss or damage suffered as a result of any defect or error in any machines or inability to retrieve any information or data from the computer system.

40. Without prejudice to any other terms and conditions set out herein, any liability IP&E may have to Card Members arising out of the use of the Card or the redemption of Rewards which cannot be excluded or which is not already provided herein is hereby limited, where permitted, to the reinstatement of such points or cost of such Rewards as IP&E shall at its discretion determine.

41. IP&E shall not be liable for any loss or damage caused to the Card Member arising from any act or omission of the operator of any Service Station and/or IP&E appointed agents and contractors or suppliers including without limitation, any refusal to honor or accept the Card or any statement or other communication made in connection herewith or any defective or deficient goods or services supplied. Any dispute or claim the Card Member may have with or against the operator of a Service Station and/or IP&E appointed agents and contractors or suppliers shall not affect the obligations of the Card Member under these terms and conditions.

42. All conditions and warranties, whether expressed or implied and whether arising under any legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods and/or services supplied in relation to the Card are expressly excluded to the extent permitted by law.

43. IP&E shall not be liable howsoever for any errors, delays, loss or damage, which may be directly or indirectly due to breakdown, failure of machinery or the processor; or industry dispute, war, act of God, system failure and any other instance outside the control of IP&E.

44. IP&E shall not be liable for any loss or damage suffered by the Card Member due to the following reasons:

- a) any delay or failure in replacing the Card;
- b) any damage to any Reward in the course of delivery or post;
- c) any failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

d) any statement, communication or implication arising from any revocation, suspension or restriction of the use of the Card; and

e) any failure or omission to notify the Card Member of any changes in the terms and conditions of this Agreement, Reward Options, participating companies, Qualifying Purchases and points awarded for Qualifying Purchases.

DISPUTE

45. Any claim or disputes relating to the Program or the use of the Card shall be referred directly to IP&E for decision, whose decision shall be final and binding on the Card Member and IP&E's records of all matters relating to the Program shall be conclusive and binding on the Card Member.

PROOF OF TRANSACTION

46. It is the Card Member's responsibility to provide proof of transaction and to provide legible receipt copies when making claims. Members must retain their legible receipt copy as proof of purchase when making a claim. Member receipts must be kept in a cool and dry location and kept out of heated or wet areas to prevent damage.

TERMINATION

47. IP&E reserves the right to withdraw or terminate the Program at any time without assigning any reasons therefore. Upon notification of the withdrawal or termination, the Card Member shall have one month from the date of the notification or such period as IP&E shall state in such notice, to redeem accumulated points for available Rewards. Upon expiry of the aforesaid notice, the points remaining in the Card Member's account shall be nullified and invalidated and IP&E shall have no obligations or liabilities in respect of such points, by way of compensation or otherwise, to the Card Member and the Card Member shall have no further claims whatsoever against IP&E.

MISCELLANEOUS

48. A notice shall be deemed to have been given by IP&E to a Card Member if it is posted to the latest address of the Card Member appearing in the Card Member's records or the application form submitted by the Card Member or by way of a notice displayed at Shell Service Stations.

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan
PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee



Fueling Excellence

49. Notwithstanding anything in this Agreement, IP&E rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Program, the use of the Card or the Card Member's participation in the Program.

50. The invalidity or unenforceability of any of the provisions herein or any part thereof shall not substantially nullify the underlying intent of this Agreement and the invalid or unenforceable provisions of this Agreement shall not affect the validity or enforceability of the other terms and provisions herein contained which shall remain in full force and effect.

51. The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to the Program now or hereafter, and from time to time, subsisting between IP&E and the Card Member or any terms and conditions that may be specified in any written communication sent by IP&E to the Card Member from time to time.

52. Any abuse or fraud with respect to points under the Program or redemption of Rewards will result in the cancellation of the Card Member's participation in the Program, cancellation of the Card and revocation of points or return of redeemed Rewards (or its reasonable compensation thereto).

53. IP&E reserves the right to cancel any Cards that have not been used for any continuous period of 12 months and forfeit any points accumulated thereunder.

54. IP&E shall have the right to freely assign, at any time, to any affiliate or third party, these terms and conditions, the Program, the ownership of the Cards and/or the Card Member's account in respect of the Program and/or any of its rights, obligations or liabilities hereunder, without the consent of the Card Member.

55. The most updated version of the Lucky 7 Gold Terms & Conditions will be posted on the ipesaipan.com website. The updates posted on the IP&E website shall supersede all printed Terms & Conditions.

56. The laws of Saipan shall govern this Agreement between IP&E and the Card Member. The parties hereby submit irrevocably to the jurisdiction of the Courts of Saipan.

Terms & Conditions are updated as of July 1, 2014.

Shell trademarks used under license by IP&E.

Mariana Acquisition Corporation
dba IP&E Saipan

PMB 1009
P.O. Box 10000
Saipan, MP 96950
Tel: 670-323-5009 | Fax: 670-322-0764
Email: corporate@ipehq.com



Shell Licensee