

TERMS AND CONDITIONS FOR "WIN RM5,000 + 50,000 BONUSLINK POINTS DAILY" CONTEST

1. The Shell "WIN RM5,000 + 50,000 BONUSLINK POINTS DAILY" contest ("**Contest**") will commence from 8 October 2017 to 7 January 2018 both dates inclusive ("**Contest Period**"). "**Contest Period**" has further been extended to 31 January 2018. ("**Extended Contest Period**"),
2. This Contest is organised collectively by Shell Malaysia Trading Sdn. Bhd. ("**Shell**") and BonusKad Loyalty Sdn Bhd ("**BonusLink**") and is open to all citizens and permanent residents of Malaysia who are 18 years old and above who are BonusLink Primary and Supplementary Members ("**Eligible Participants**"), except for the following category of persons who are NOT eligible to participate in the Contest:
 - (a) permanent and/or contract employees of Shell, Bonuslink, Affiliates of Shell, and their immediate family members (spouses, children, parents, brothers and sisters); and
 - (b) representatives, petrol station dealers, related service providers (including advertising agencies, promotion agencies, suppliers and event management agencies) of Shell, and/or Affiliates of Shell, their permanent and/or contract employees and their immediate family members (as defined above).
3. For the purposes of this Contest, "**Affiliate**" means a company which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Shell. Relevant to this, "**control**" means the direct or indirect ownership of an aggregate fifty percent or more of voting capital.
4. This Contest is applicable to all Shell retail stations in Malaysia, as listed on www.shell.com.my/LebihEkstra ("**Shell Stations**").
5. This Contest is divided into 2 tiers. Eligible Participants are entitled to participate in this Contest upon the fulfillment of the following:

Tier 1:

- (a) Eligible Participants must be an existing BonusLink Member and the Eligible Participant's BonusLink Card must be swiped prior to the Fuel Transaction (as defined in 5 Tier 1(b)) taking place to be considered as a valid entry; and
- (b) the Eligible Participant must carry out a minimum purchase of Ringgit Malaysia Thirty (RM30) of any Shell fuel at Shell Stations in a single receipt during the Contest Period ("**Fuel Transaction**");

(collectively, referred to as the "Pre-requisites")

Tier 2:

Eligible Members who fulfill Tier 1 AND selected as the Daily Winner AND swiped their BonusLink Card to collect a minimum of 1 BonusLink Point at any other BonusLink Partner* within the same calendar month will win 50,000 BonusLink Points on top of the standard Points collected.

Scenarios for Tier 1 and Tier 2 are illustrated in clause 9 below.

*For the complete list of BonusLink Partners, visit bonuslink.com.my. Only Points collected at these BonusLink Partners' outlets will be considered as valid entries

6. Whenever an Eligible Participant fulfils the Pre-requisites during the Contest Period, they will be awarded with one (1) valid entry (“**Valid Entry**”). For the avoidance of doubt, both Primary and Supplementary BonusLink Members can attain Valid Entries for the purposes of this Contest. An Eligible Participant can only submit up to three (3) Valid Entries per Shell Station on a daily basis.
7. Swipes made at BonusLink B2B Partners as well as logical/virtual swipes at other BonusLink Partners within the Contest Period will be valid for the purposes of Tier 2 of the Contest. For avoidance of doubt, the logical/virtual swipe shall only be valid for Tier 2 of the Contest if a minimum of 1 BonusLink Point is collected by the Eligible Member from any of the products or services offered by the BonusLink Partners (e.g. AmBank, Public Bank, Firefly.com, agoda.com/bonuslink, epay.com, eforex.com and eremit.com, Lafarge, Schneider, Rakuten, etc)
8. For the avoidance of doubt, Points obtained from other BonusLink promotions and/or BonusLink Partner promotions (including that of short term or promotional Partners) shall be included in the Contest.
9. Scenarios for the Contest: -

Eligible Participant who fulfils the Pre-requisites during the Contest Period stand a chance to win the daily cash prize and the additional 50,000 BonusLink Points.

Scenario 1			
Qualified Entries	Shell	√	RM5,000 cash prize
	Any other BonusLink Partners	x	
Scenario 2			
Qualified Entries	Shell	√	RM5,000 cash prize + 50,000 BonusLink Points
	Any other BonusLink Partners within the same calendar month	√	
Scenario 3			
Not Qualified	Shell	x	Not eligible
	Any other BonusLink Partners	√	

10. In participating in this Contest, the Eligible Participant expressly agrees and consents to:
 - (a) be bound by the Terms and Conditions herein, including the decisions of Shell, BonusLink and its respective Affiliates concerning this Contest;
 - (b) allow Shell, BonusLink, its respective Affiliates and its agencies to process and disclose to any third party, all personal data of the Eligible Participants for any and all purposes relating to this Contest;
 - (c) the use, reproduction and distribution of the Eligible Participant’s photograph, image or likeness by Shell, its Affiliates and its agencies without compensation for any purpose which it deems fit in the conduct of its business, including without limitation the promotion,

marketing, advertisement or publication of the Eligible Participant's image or likeness in relation to this Contest; and

- (d) in the event the Eligible Participant is deemed a Daily Winner in accordance with this Terms and Conditions, allowing Shell and/or BonusLink to publish their names and BonusLink Card number on www.shell.com.my/LebihEkstra and www.bonuslink.com.my and at the Shell Station where the Valid Entry had been submitted; and
- (e) hold harmless and indemnify Shell, BonusLink and its Affiliates from any loss or damage suffered during delivery of the Prize (as defined in Clause 17 below).

(B) WINNER SELECTION

11. For each day of the Contest Period, one (1) Eligible Participant will be selected to qualify for the Prize using a winner selection software managed and operated by BonusLink ("**Shortlisted Winner**") and there will be a total of ninety-two (92) Shortlisted Winners throughout the Contest Period.
12. During the Extended Contest Period, the following will take place:
 - a) on 8 January 2018, eight (8) Eligible Participants will be selected as Shortlisted Winners; and
 - b) for each day of the remaining Extended Contest Period (i.e. 9 January to 31 January 2018), one (1) Eligible Participant will be selected to qualify for the Prize; and
 - c) there will be a total of thirty-one (31) Shortlisted Winners during the Extended Contest Period.
13. For the avoidance of doubt, Shortlisted Winners are selected from a pool of Valid Entries, and BonusLink will contact the Shortlisted Winner who is the registered owner of the BonusLink Card with the Valid Entry.
14. Selection of Shortlisted Winners takes place three (3) working days after the date that the Valid Entry was submitted, and each Shortlisted Winner will be contacted by BonusLink via phone call ("**Phone Call**") within one (1) working day after selection. For example:
 - (a) Selection of the Shortlisted Winner takes place on 12 October 2017, for Eligible Participants who had been submitted a Valid Entry on 8 October 2017; and
 - (b) the Shortlisted Winner for 8 October 2017 will receive the Phone Call by 13 October 2017.
15. Should the first attempt to contact the Shortlisted Winner via Phone Call fail, i.e. no answer, telephone number not in service, no connection etc, BonusLink will attempt to contact the Shortlisted Winner again at least one (1) more time on the same date the Phone Call was made. Where such further attempts to contact the Shortlisted Winner are unsuccessful, BonusLink reserves the right to select another Shortlisted Winner through a Phone Call, in place of the original Shortlisted Winner who could not be contacted and the same process will be repeated until a new Shortlisted Winner is determined.
16. Once the Shortlisted Winner receives a Phone Call and the required identity verification is completed, the Shortlisted Winner will be required to answer two (2) Shell and/or BonusLink related questions correctly before they are eligible to receive the Prize ("**Daily Winner**").
17. For the avoidance of doubt, each Eligible Participant is only entitled to be a Daily Winner once during the Contest Period.

(C) PRIZE & PAYMENT

18. The Daily Winner will receive Ringgit Malaysia Five Thousand (RM5,000) ONLY (“Prize”) in accordance with Clause 19 below.
19. The Prize obtained by the Daily Winner cannot be transferable to anyone else apart from the Daily Winner and is not exchangeable (whether in full or in part) for any other items.
20. The Prize will be provided by BonusLink to the Daily Winners either through a form of a cheque to the Daily Winner’s registered address with BonusLink **or** through a bank transfer to the Daily Winner’s bank account (“Payment”) – the method of Payment is at the Daily Winner’s option, of which shall be determined during the Phone Call. Payment of the Prize will take place in four (4) phases:
 - (a) Phase 1: Daily Winners from 8 October 2017 to 17 October 2017 will receive Payment of the Prize by 31 October 2017;
 - (b) Phase 2: Daily Winners from 18 October 2017 to 31 October 2017 will receive Payment of the Prize by 10 November 2017;
 - (c) Phase 3: Daily Winner from 1 November 2017 to 30 November 2017 will receive Payment of the Prize by 15 December 2017; and
 - (d) Phase 4: Daily Winner from 1 December 2017 to 7 January 2018 will receive Payment of the Prize by 19 January 2018.
 - (e) Phase 5: Daily Winner from 8 January 2018 to 31 January 2018 will receive Payment of the Prize by 15 February 2018.
21. If the Daily Winner chooses to receive Payment of the Prize by bank transfer, the Daily Winner must provide BonusLink their bank account details by completing a form provided by BonusLink to the Daily Winner’s email address after the Phone Call. The completed form must be returned to BonusLink via email to MemberServices@bonuslink.com.my and/or facsimile to +603-76627996, the method of which shall be determined during the Phone Call, within fourteen (14) working days from the date the Phone Call, failing which Shell and BonusLink reserves the right to select another Shortlisted Winner in accordance with Clauses 9, 10, 12, and 13.
22. 50,000 BonusLink Points will be credited at end of the following month after the transaction was made, e.g. :
 - Swipe made in Oct 17 : Points will be awarded at the end of Nov 17
 - Swipe made in Nov 17: Points will be awarded at the end of Dec 17
 - Swipe made in Dec 17: Points will be awarded at the end of Jan 18
 - Swipe made in Jan 18 : Points will be awarded at the end of Feb 18
23. Should the Daily Winners have any queries relating to the Prize, they may contact BonusLink’s Member Services Centre at +603-7626-1000.

(D) RIGHTS OF SHELL AND BONUSLINK

24. In the event of unavailability of the Prize or any of its component(s) or a change of circumstances, Shell, BonusLink and its Affiliates reserve the right to substitute the Prize or any of its components thereof with any other item of similar value at any time without prior notice.
25. Shell and BonusLink reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice or to terminate this Contest at any time without notice or liability.

26. These Terms and Conditions, as may be amended from time to time pursuant to Clause 24 above, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.
27. All decisions made by Shell and/or BonusLink on all matters relating to this Contest is final and binding and no correspondence will be entertained.
28. In the event where there is any inconsistency(ies), conflict(s), ambiguity(ies) or discrepancy(ies) between English and Bahasa Malaysia versions of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
29. Shell and BonusLink reserve the right to cancel, terminate or suspend this Contest with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Contest shall not entitle the Eligible Participants to any claim or compensation against Shell and/or its Affiliates for any and all losses or damage suffered or incurred by the Eligible Participants and the Winners as a direct or indirect result of the act of cancellation, termination or suspension.
30. In no event will Shell, BonusLink and its Affiliates be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Contest, even if Shell and its Affiliates have been advised of the possibility of such damages in advance, and all such damages are expressly excluded. These Terms and Conditions shall not affect your statutory rights.
31. By entering into this Contest:
 - (a) all Daily Winners of the Contest consent to the use of their personal data by the organiser for the running of the Contest and or any events or publicity of the Contest in any form or through any media – this include without limitation to, the use, reproduction and distribution of the Eligible Participant's photograph, image or likeness by Shell, its Affiliates and its agencies without compensation for any purpose which it deems fit in the conduct of its business, including without limitation the promotion, marketing, advertisement or publication of the Eligible Participant's image or likeness in relation to this Contest;
 - (b) The Eligible Participants acknowledge that Shell & BonusLink are authorised to process the personal data provided pursuant to this Contest in accordance to these Terms & Conditions and its privacy policy at www.shell.com.my/pdpa / <http://www.bonuslink.com.my/EN/PrivacyNotice.aspx>. Any personal data used by BonusLink will be in compliance with the Personal Data Protection Act 2010 as indicated in BonusLink's Membership Terms and Conditions.
 - (c) failure to disclose such personal data as may be required for this Contest may result in an alternative Daily Winner being chosen; and
 - (d) all Daily Winners agree to be contacted by BonusLink and/or Shell's appointed agency on being featured in publicity events for the Contest.
32. For any enquiries on this Contest and this Terms and Conditions, please contact the Shell customer care service number at 1-300-88-1808.

REMINDER: SMS SCAM USING SHELL AND/ OR BONUSLINK'S NAME

Shell Malaysia and BonusLink wishes to alert members of the public of the following scam:

It has come to Shell's and BonusLink's attention that Short Messaging System (SMS) text messages are being circulated claiming that recipients have won prizes from Shell Malaysia and/or BonusLink. Please ignore such SMS as Shell Malaysia and BonusLink DOES NOT communicate to contest winners via SMS.

All winner announcements for this contest are advertised in the media and are uploaded to www.shell.com.my/LebihEkstra and/or www.bonuslink.com.my. Winners will also receive a phone call from BonusLink and/or Shell's appointed agency whereby BonusLink and/or Shell's agency will need to verify the winner's name and NRIC. Shell and BonusLink WILL NOT request any banking and other details via SMS. If you have any queries, please go to www.shell.com.my/LebihEkstra and/or bonuslink.com.my to ascertain whether you are indeed a winner of this Contest.