BonusLink MINI Fiesta Contest

Terms and Conditions

(A) GENERAL

- The 'BonusLink MINIFiesta' Contest (hereinafter referred to as the "<u>Contest</u>") is open to all BonusLink Primary and Supplementary Members ("<u>BonusLink Members</u>") who are residing in Malaysia and are above 18 years of age ("<u>Eligible Participants</u>"), except employees of BonusKad Loyalty Sdn Bhd ("<u>BonusLink</u>"), partners and affiliates of BonusLink, media and advertising/promotion agencies engaged by BonusLink, and the immediate family members of the said employees. Immediate family members shall mean father, mother, brother, sister, spouse and/or child.
- 2. Contest will commence from 1 July 2018 to 31 August 2018 ("Contest Period").
- BonusLink reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for this Contest as a result of the terms and conditions ("<u>Terms and</u> <u>Conditions</u>") herein.
- 4. A BonusLink Member will qualify for this Contest by using his/her BonusLink Card in a manner that fulfills any of the following criteria during the Contest Period:

(a) Physical Card Swipes

Contest is applicable to all physical card swipes made at a BonusLink Partner's outlet in Malaysia during the Contest Period. BonusLink Points ("<u>Points</u>") collected at the outlets will be considered as valid entries. Only swipes made at BonusLink Partners found at <u>https://www.bonuslink.com.my/EN/Partners.aspx</u> will qualify.

1 physical card swipe, with no minimum spend = one (1) Contest entry.

(b) Logical and Virtual Card Swipes

Contest is applicable to all logical/virtual card swipes, which refers to transactions made via online/virtual BonusLink Partners such as AmBank, Public Bank, Agoda.com/BonusLink, eforex.com, eremit.com and e-pay.

1 logical/virtual card swipe, with no minimum spend = one (1) Contest entry.

(c) Redemption

Every redemption made by a BonusLink Member during the Contest Period will be entitled to one (1) Contest entry. For the avoidance of doubt, redemptions made via the Telemarketing channel will not qualify.

(d) New AmBank BonusLink Visa Card Application

New AmBank BonusLink Visa Card members who apply for the said co-branded credit card during the Contest Period and whose applications are successful and approved by the said issuing bank on or before 31 August 2018 will be entitled to ten (10) Contest entries.

5. BonusLink Members are not required to fill-up any Contest forms. Entries will be automatically recorded via a pre-determined electronic system as soon as practicable once any of the criteria in paragraph 4 above is met.

- If a BonusLink Card is not swiped or no Virtual Card Swipe is made at the time of purchase or transaction, there will be no entry/entries recorded to enable participation in the Contest.
 BonusLink reserves the right to disqualify any entries recorded for the Contest.
- 7. Points collected from BonusLink promotions including Points obtained from transacting with short term Partners will not qualify.
- 8. This offer does not apply to EU residents.

(B) WINNERS SELECTION & ANNOUNCEMENT

9. Winners will be selected and announced based on the following schedule:

Transaction date	Selection	Announcement	Prize
1 to 15 July	18-Jul	31-Jul	MINI Cooper S Clubman
16 to 31 July	10-Aug	20-Sep	MINI Amplified Edition
1 Aug to 15 Aug	20-Aug	20-Sep	MINI Cooper S Clubman
16 to 31Aug	10-Sep	20-Sep	MINI Amplified Edition

- 10. For the avoidance of doubt, shortlisted winners will be selected from a pool of valid entries via a Winner's Selection Software. BonusLink will contact the shortlisted winner who is the registered owner of the BonusLink Card with the valid entry.
- 11. A shortlisted winner will be contacted by BonusLink via a phone call ("<u>Phone Call</u>"). For example:

Should the first attempt to contact a 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 two (2) more times on the same/next day from when the first call attempt 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.

- 12. Once the shortlisted Winner receives a Phone Call and the required identity verification is completed, the shortlisted winner will be required to answer BonusLink related questions correctly before they are eligible to receive the Prize ("<u>Winner</u>"). If any answer to any question is incorrect, he/she will be disgualified from the Contest and another Winner will be selected.
- 13. For the avoidance of doubt, a BonusLink Member may only be a Winner only once throughout the Contest Period.
- 14. Winners will be announced via postings on the BonusLink Facebook page at <u>www.facebook.com/BonusLink</u> or on the BonusLink website at <u>www.bonuslink.com.my</u>. Winners of the aforesaid MINI cars ("<u>MINI Cooper S Car Winners</u>") will be announced in the press.

15. The decision of BonusLink in respect of all aspects of this Contest (including the determination of the Winners) is final, conclusive and binding on all participants of this Contest. No correspondence or appeal will be entertained.

(C) PRIZES

16. BonusLink will select a total of 404 Winners throughout the Contest Period. The winning prizes by month are:

1 - 31 July 2018	1 - 31 August 2018	
MINI Amplified Edition x 1 winner	MINI Amplified Edition x 1 winner	
MINI Cooper S Clubman x 1 winner	MINI Cooper S Clubman x 1 winner	
RM 500 Shell Fuel Vouchers	RM 500 Shell Fuel Vouchers	
+ 500 BonusLink Points X 200 winners	+ 500 BonusLink Points X 200 winners	

- 17. Each MINI Cooper S Car Winners will be required to collect his/her prize in person at a venue determined by BonusLink. All cost and expenses to the collection of prizes and attending the prize giving ceremony are to be borne by the winners. Details of the prize giving ceremony will be provided during notification of win and official communication by BonusLink. Contest Winners who are unable to attend the prize giving ceremony <u>will have their prizes forfeited</u> and another Winner will be selected.
- 18. The Prize obtained by a Winner cannot be transferable to anyone else and is not exchangeable (whether in full or part) for any other items.
- 19. 400 winners will receive Ringgit Malaysia Five Hundred (RM500) worth of Shell Fuel Vouchers and Five Hundred (500) BonusLink Points each. The Prize will be awarded to winners in the form of BonusLink Points and will be credited to winners within 2 weeks after notification of win.

(D) RIGHTS OF BONUSLINK

- 20. In the event of unavailability of the Prize or any of its component(s) or a change of circumstances, 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.
- 21. 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.
- 22. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.
- 23. All decisions made by BonusLink on all matters relating to this Contest is final and binding and no correspondence will be entertained.
- 24. BonusLink reserve the right to cancel, terminate or suspend this Contest with or without any prior notice.

- 25. For the avoidance of doubt, cancellation, termination or suspension by BonusLink of this Contest shall not entitle any BonusLink Member to any claim or compensation against BonusLink for any and all losses or damages suffered or incurred by the BonusLink Member or the prize Winner as a direct or indirect result of such act of cancellation, termination or suspension.
- 26. BonusLink will not assume any liability in case of any injury, damage or claim resulting from taking part in the Contest and/or use and/or redemption of their prizes.
- 27. In no event will BonusLink will 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 BonusLink have been advised of the possibility of such damages in advance, and all such damages are expressly excluded to the furthest extent permitted by law. These Terms and Conditions shall not affect your statutory rights.
- 28. By entering the Contest, a BonusLink Member agrees and consents for BonusLink (and any third party authorised by BonusLink) to use his/her personal details including his/her name and photograph for publicity purposes, and for the purposes of the Contest. In the event that a BonusLink Member do not consent to the use of his/her personal details including photograph in the manner described herein, please notify BonusLink of the same immediately upon being notified of the win. Failure to provide consent will render the BonusLink Member's entry disqualified. Any personal data used by BonusLink will be in accordance with the Personal Data Protection Act 2010 as indicated in BonusLink's Membership Terms and Conditions.