

BonusLink Win 3 BMW X3 Contest

Terms and Conditions

(A) GENERAL

1. The 'BonusLink Win 3 BMW X3' Contest (hereinafter referred to as the "**Contest**") is open to all BonusLink Primary and Supplementary Members ("**BonusLink Members**") who are residing in Malaysia and are above 18 years of age ("**Eligible Participants**"), except employees of BonusKad Loyalty Sdn Bhd ("**BonusLink**"), 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 23 September to 24 November 2019 ("**Contest Period**").
3. 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 ("**Terms and Conditions**") herein.
4. 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 Transaction (as defined in clause 4 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 Forty (RM40) at any participating Shell Stations**, cumulative within the day during the Contest Period ("**Qualifying Purchases**"); and
- c. Qualifying Purchases include:
 - i. Shell fuels, namely Shell FuelSave 95, Shell FuelSave Diesel, Shell FuelSave Diesel Euro 5, Shell V-Power 97, and Shell V-Power Racing;
 - ii. any of the following Shell Lubricants (Shell Helix, Shell Advance, or Shell Rimula); and
 - iii. any products sold within Shell Select premises at Shell Stations except tobacco products, E-Pay products (U-Mobile, Hotlink, Digi, Celcom etc.) and Touch 'N Go purchases.

Important Note: (1) All products purchased at drive-through outlets, co-locators, and lube-bays located at Shell Stations are not Qualifying Purchases for the purposes of this Contest. (2) Qualifying Purchases paid via the redemption of BonusLink Points are allowed.

Every RM40 spend at any Shell stations, cumulative within the same day = one (1) Contest entry

Every RM40 spend at Shell cumulative in the same day with an AmBank BonusLink Visa Card = two (2) Contest entries

(Collectively, referred to as the "Pre-requisites".)

Tier 2:

Eligible Members who fulfilled Tier 1 AND are selected as the Winners (as defined in clause 16) AND swiped their BonusLink Card to collect a minimum of 1 BonusLink Point at any other BonusLink Partner* within the Contest Period will win EXTRA 30,000 BonusLink Points on top of the standard Points collected. Scenarios for Tier 1 and Tier 2 are illustrated in clause 8 below.

* BonusLink Partners are listed at bonuslink.com.my. Only Points collected at these BonusLink Partners' listed at outlets will be considered as valid entries. For the avoidance of doubt, transactions received from BonusLink Partners will include 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.

5. Points collected from BonusLink promotions including Points obtained from transacting with short term Partners and social media Contest will not qualify.

6. Eligible Participants are not required to fill-up any Contest forms. Each time an Eligible Participant fulfils the Pre-requisites during the Contest Period, it is deemed that they have submitted valid entries to participate in the Contest ("**Valid Entries**"), the quantity of which is determined as follows:

- a. A pre-determined electronic system will accumulate the total value of all Qualifying Purchases on the same day that the Pre-requisites were met ("Qualifying Purchase Value").
- b. Then, the Qualifying Purchase Value is divided by Ringgit Malaysia Forty (RM40.00) and rounded down to the closest whole number to determine the number of Valid Entries submitted by the Eligible Participant on that given day.

For example, if the Qualifying Purchase Value is Ringgit Malaysia One Hundred (RM100.00), the Eligible Participant is deemed to have submitted two (2) Valid Entries.

7. 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.

8. Scenarios for the Contest: -

Eligible Participant who fulfils the Pre-requisites during the Contest Period stand a chance to win the Grand Prize or Consolation Prize, while the Extra 30,000 BonusLink Points will be awarded to Eligible Participants who fulfil Clause 4, Tier 2 above:

Scenario 1			
Qualified Entries	Shell	✓	BMW X3 Or RM300 Shell Fuel Vouchers
	Any other BonusLink Partners	✗	
Scenario 2			
Qualified Entries	Shell	✓	BMW X3 Or RM300 Shell Fuel Vouchers + 30,000 BonusLink Points
	Any other BonusLink Partners	✓	
Scenario 3			
Not Qualified	Shell	✗	Not eligible
	Any other BonusLink Partners	✓	

9. This offer does not apply to EU residents.

(B) WINNERS SELECTION & ANNOUNCEMENT

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

Phase	Transaction date	Selection	Announcement	Prize
Phase 1	23 Sep – 6 Oct	8 Oct	15 Oct	1 Winner x BMW X3 100 Winners x RM300 Shell Fuel Vouchers
Phase 2	7 Oct – 31 Oct	5 Nov	13 Nov	1 Winner x BMW X3 100 Winners x RM300 Shell Fuel Vouchers
Phase 3	1 Nov – 24 Nov	29 Nov	6 Dec	1 Winner x BMW X3 100 Winners x RM300 Shell Fuel Vouchers

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 ("**Phone Call**"). 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 ("**Winner**"). If any answer to any question is incorrect, he/she will be disqualified 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 www.facebook.com/BonusLink or on the BonusLink website at www.bonuslink.com.my. Winners of the aforesaid BMW cars ("**BMW X3 Car Winners**") may 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 303 Winners throughout the Contest Period. The winning prizes are:

Prize	Description	Number of Winners
Grand Prize	BMW X3	3
Consolation Prize	RM300 Shell Fuel Vouchers	300

1. Three hundred (300) winners will receive Ringgit Malaysia Three Hundred (RM300) worth of Shell Fuel Vouchers each, awarded in the form of 30,000 BonusLink Points. Points won will be credited to winners within 2 weeks after notification of win.
2. Each BMW X3 Car Winner must collect his/her prize **in person** at a venue determined by BonusLink. All costs and expenses in relation 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 will have their prizes forfeited and another Winner will be selected.
3. Cost of the BMW X3 will be borne by BonusLink while cost of Registration, Insurance, Road Tax and all other costs will be borne by the Winner.
4. 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.

(D) RIGHTS OF BONUSLINK

5. 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.
6. 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 cancel, terminate or suspend this Contest at any time without notice or liability.
7. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.
8. All decisions made by BonusLink on all matters relating to this Contest are final and binding and no correspondence will be entertained.
9. 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.
10. 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.
11. In no event will BonusLink 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.

12. 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 and the subsequent win 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.