

## “BONUSLINK SHOP, SWIPE & WIN” TERMS & CONDITIONS

### (A) GENERAL

1. The BonusLink Shop, Swipe & Win 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 1 December 2019 to 31 December 2019 (“**Contest Period**”).
3. Eligible Participants are entitled to participate in this Contest upon the fulfillment of the following:
  - a. Eligible Participants must be an existing BonusLink Member and the Eligible Participant’s BonusLink Card must be swiped prior to the Transaction
  - b. The Eligible Participant must carry out a minimum purchase of Ringgit Malaysia Ten (RM10) at any participating Shell SELECT (“**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.
4. If a physical BonusLink Card or Virtual Card Swipe is not made at the time of purchase, no entry/entries will be recorded to enable participation in the Contest. BonusLink reserves the right to disqualify any entries recorded for the Contest.

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.

### (B) WINNERS SELECTION & ANNOUNCEMENT

5. Winners will be selected and announced within 1 month after the Contest ends:

Transaction Date	Winners Selection	Announcement	Prize
1 – 31 December 2019	8 January 2020	15 February 2020	<b>1,000 Winners</b> x RM50 Shell Voucher

6. 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.
7. 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.

8. 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.
9. For the avoidance of doubt, a BonusLink Member may only be a Winner only once throughout the Contest Period.
10. Winners will be announced via postings on the BonusLink Facebook page at [www.facebook.com/BonusLink](http://www.facebook.com/BonusLink) or on the BonusLink website at [www.bonuslink.com.my](http://www.bonuslink.com.my).
11. 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**

12. BonusLink will select a total of 1,000 Winners throughout the Contest Period. The winning prizes are:

Prize	Number of Winners
RM50 Shell Voucher	1,000

13. One thousand (1,000) winners will receive Ringgit Malaysia Fifty (RM50) worth of Shell Fuel Voucher each, awarded in the form of physical voucher. Vouchers will be valid until 31 July 2020. The Prize obtained by a Winner is not exchangeable (whether in full or part) for any other items.
14. RM50 Shell Voucher can be used to purchase Fuels or Shell Select products.
15. Shell Vouchers won will be delivered to winners via courier within 2 weeks after notification of win.
16. Alternatively, Winners may collect the Shell Voucher at BonusLink office located at Kelana Jaya. Winners are required to present their BonusLink Cards during the collection for verification purposes and collection must be done within 1 month after notification of win.
17. All unclaimed prizes after the collection period will be forfeited and no appeal will be entertained.
18. Vouchers that are not utilised during the validity period will be forfeited.

### **(D) RIGHTS OF BONUSLINK**

19. 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.
20. 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.

21. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.
22. All decisions made by BonusLink on all matters relating to this Contest is final and binding and no correspondence will be entertained.
23. 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.
24. 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.
25. 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.
26. 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.