

## **Ekstra Ganjaran Setiap Hari** – Terms and Conditions

1. The 'Ekstra Ganjaran Setiap Hari' campaign ("**Programme**") will commence from 12:00AM on Monday, 16 November 2020 to 11:59PM on Friday, 30 April 2021, both dates and times inclusive ("**Programme Period**").
2. This Programme is jointly organised by Shell Malaysia Trading Sdn. Bhd. (Company no. 196501000279 (6087-M)), Shell Timur Sdn. Bhd. (Company no. 198401000783 (113304-H)) ("**Shell**"), and BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)) ("**BonusLink**"). The Programme is open to all Members of BonusLink who are residing in Malaysia and are above eighteen (18) years of age, except all Members of BonusLink under the "Grab Fuel Bonus with Shell" programme ("**Eligible Participants**").
3. BonusLink and Shell reserve the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for this Programme as a result of the terms and conditions ("**Terms and Conditions**") herein.
4. This Programme is applicable to all participating Shell retail stations in Malaysia ("**Shell Stations**") as listed on [www.shell.com.my/stationlocator](http://www.shell.com.my/stationlocator)
5. To participate in this Programme, Eligible Participants must fulfill the following requirements (collectively, referred to as the "**Pre-requisites**"):
  - a) Swipe a valid physical BonusLink Card or scan a valid BonusLink Virtual Card via the BonusLink App ("**BLINK**") prior to making payment at the cashier and/or payment terminal at Shell Stations; and
  - b) purchase any of Shell FuelSave 95, Shell V-Power 97, and/or Shell V-Power Racing ("**collectively, Shell Fuels**") at Shell Stations during the Programme Period, up to the minimum required spend amount of Ringgit Malaysia Fifty only (RM50.00) in a single receipt ("**Qualifying Purchase**").

For the avoidance of doubt, Qualifying Purchases may also be paid via the redemption of BonusLink Points.

6. During the Programme Period, Eligible Participants will earn BonusLink Points for every one (1) litre of Shell Fuels purchased, in accordance with the BonusLink Points structure as detailed on [www.shell.com.my/BonusLink](http://www.shell.com.my/BonusLink) (“**Base Points**”).
7. In addition to the Base Points earned, each Eligible Participant who fulfils the Pre-requisites will also receive extra BonusLink Points for every Qualifying Purchase (“**Bonus Points**”), in accordance with their respective points multiplier tier (“**Points Tier**”) on the date that the Qualifying Purchase was made. Refer to Table 1:

**Table 1: Base Points and Bonus Points earned by Eligible Participants who fulfil the Pre-requisites**

<b>Eligible Participant's Points Tier</b>	<b>Base Points</b>	<b>Bonus Points</b>	<b>Total BonusLink Points earned by Eligible Participants (i.e. Base Points + Bonus Points)</b>
Tier 1	Base Points per one (1) litre of Shell Fuels will be in accordance with the BonusLink Points structure on <a href="http://www.shell.com.my/BonusLink">www.shell.com.my/BonusLink</a>	None	One time (1X) Base Points
Tier 2		One time (1X) Base Points	Two times (2X) Base Points
Tier 3		Two times (2X) Base Points	Three times (3X) Base Points
Tier 4		Three times (3X) Base Points	Four times (4X) Base Points

8. The total BonusLink Points each Eligible Participant will earn for each Qualifying Transaction during the Programme Period, is equal to the sum of Base Points and Bonus Points earned for that transaction.
9. In the event that the final amount of Base Points awarded to Eligible Participants is a fraction of 1 BonusLink Point, the number of Base Points earned by the Eligible Participant will be rounded down to the nearest whole number, and this whole number will be used to calculate the final Bonus Points awarded. For example:
  - a) An Eligible Participant at Tier 2 who purchases thirty (30) litres of Shell FuelSave 95 will enjoy a total of sixty (60) BonusLink Points (i.e. 30 Base Points + 30 Bonus Points = 60 BonusLink Points), equivalent to two times (2X) Base Points.
  - b) An Eligible Participant at Tier 4 who purchases thirty (30) litres of Shell V-Power Racing will enjoy a total of one hundred and forty eight (148) BonusLink Points (i.e. 37 Base Points + 111 Bonus Points = 148 BonusLink Points), equivalent to four times (4X) Base Points. In this example, the Base Points is rounded down to thirty seven (37), and this number is used to calculate the Bonus Points.
10. To be upgraded to each Points Tier, Eligible Participants must accumulate a certain number of Qualifying Purchases within a given date range as follows, both dates inclusive:
  - a) 16 November – 31 December 2020
  - b) 1 – 31 January 2021
  - c) 1 – 28 February 2021
  - d) 1 – 31 March 2021
  - e) 1 – 30 April 2021

(collectively, referred to as “**Qualifying Period**”)

The Points Tiers and respective Qualifying Purchases needed to obtain each Points Tier, is detailed in Table 2. For the avoidance of doubt, once the Eligible Participant accumulates five (5) or more Qualifying Purchases within a Qualifying Period, they will remain at Tier 4 and there will be no further upgrade in their Points Tier during that Qualifying Period.

**Table 2: Points Tiers and respective Qualifying Purchases**

<b>Points Tiers</b>	<b>Accumulated number of Qualifying Purchases required within a given Qualifying Period for Eligible Participants to qualify for Points Tier</b>
Tier 1	1
Tier 2	2
Tier 3	3
Tier 4	4
Tier 4	5 or more

11. The Points Tier is valid until the end of each Qualifying Period. At 12:00AM on 1 January 2021, 1 February 2021, 1 March 2021, and 1 April 2021, the Points Tier for all Eligible Participants will be reset back to Tier 1. For the avoidance of doubt, the reset of the Points Tier at the end of each Qualifying Period will not affect the amount of Bonus Points earned by the Eligible Participant in prior Qualifying Purchases.
12. Each Eligible Participant will earn up to a maximum of three hundred (300) Bonus Points per Qualifying Period. For the avoidance of doubt, there is no limit to the amount of Base Points that Eligible Participants may earn during each Qualifying Period.
13. The Bonus Points earned by Eligible Participants for each Qualifying Purchase will be awarded to the Eligible Participants within seven (7) working days from date that the Qualifying Purchase was made. For manual transaction journals (“**MTJ**”) submitted for Shell Fuels purchase transactions by authorised Shell dealers, the Bonus Points will be awarded to Eligible Participants within six (6) to eight (8) weeks from the date of submission of the MTJ to BonusLink.
14. By participating in this Programme, the Eligible Participant expressly agrees and consents to:

- (a) be bound by the Terms and Conditions herein, including the decisions of Shell and its partners, including but not limited to BonusLink, concerning this Programme; and
- (b) BonusLink and/or Shell, their Merchant Partners, and its agencies to process and disclose to any third party, the required personal data of the Eligible Participants for any and all purposes relating to this Programme. 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. As for Shell, such personal data provided pursuant to this Programme shall be used in accordance with Shell's Privacy Policy on [www.shell.com.my/privacy](http://www.shell.com.my/privacy) which forms an integral part of these Terms and Conditions.

## **RIGHTS OF SHELL AND BONUSLINK**

- 15. All of Shell's and BonusLink's decision on all matters including but not limited to the eligibility of the Programme participants, Programme mechanics and/or Programme Prizes for this Programme or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
- 16. Shell and BonusLink reserves the right to cancel, terminate or suspend this Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell or BonusLink of this Programme shall not entitle any party to any claim or compensation against Shell or BonusLink for any and all losses or damage suffered or incurred by any party as a direct or indirect result of the act of cancellation, termination or suspension.
- 17. In no event will Shell or 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 Programme, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

## **GENERAL TERMS**

18. Shell and BonusLink reserve the right at its absolute discretion to jointly amend, delete, or add to any of these Terms and Conditions from time to time without prior notice.
19. These Terms and Conditions, as the same may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional materials or advertisements in relation to this Programme.
20. 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.
21. For more information on this Programme, visit [www.shell.com.my/EkstraSetiapHari](http://www.shell.com.my/EkstraSetiapHari), [www.bonuslink.com.my](http://www.bonuslink.com.my) or contact Shell's Customer Service Hotline Centre at 1300 88 1808 or BonusLink's Member Services Centre at 03-7626 1000 or e-mail [generalpublicenquiries-my@shell.com/](mailto:generalpublicenquiries-my@shell.com/) [MemberServices@bonuslink.com.my](mailto:MemberServices@bonuslink.com.my).