Terms and Conditions BonusLink Member Special with IQOS

- The "BonusLink Member Special with IQOS" ("Campaign") is jointly organized by BonusKad Loyalty Sdn Bhd (Registration No. 199701022703 (438200-T)) ("BonusLink") and Philip Morris (Malaysia) Sdn Bhd (Registration No. 199301023745 (278483-W)("PM") (jointly referred to as "the Organizers").
- 2. This Campaign is open to all registered BonusLink Members residing in Malaysia only, who are 18 years old or above and strictly does not apply to EU residents. This Campaign is applicable to BonusLink Members who are smokers and will otherwise continue to smoke. Not applicable if the BonusLink Members have never used tobacco and/or nicotine products or have quit using tobacco and nicotine products ("Eligible Participants").
- 3. IQOS is not risk-free. Strictly for adult use only.
- 4. This Campaign will commence from 15th July 2021 31st July 2021 ("Campaign Period").
- 5. To participate in this Campaign, Eligible Participants must fulfill the following requirements:
 - Register their interest with IQOS by completing the simple survey via the link provided

 (www.bonuslink.com.my/EN/surveys/7_IQOSLeadsGeneration.aspx)
 to be eligible to collect two thousand (2,000) BonusLink Points.
 - b. Eligible Participants may only register for one (1) time throughout the Campaign Period.
- IQOS Rental program is open to new and existing IQOS users and subject to IQOS Rental Program terms and conditions <u>https://cloud.e.iqos.com/TnC_Rental-en</u>.
- 7. IQOS Rental program is only available in West Malaysia.
- 8. BonusLink Members who rent the IQOS device and register with the IQOS database for the first time will collect two thousand (2,000) BonusLink Points.
- 9. The two thousand (2,000) BonusLink Points will be credited into BonusLink Member's Account within four (4) weeks.

- BonusLink Members who have rented IQOS device and purchase an IQOS device upon completion of IQOS Rental program for the first time will collect an extra of five thousand (5,000) BonusLink Points (IQOS 3 Duo) or two thousand (2,000) BonusLink Points (IQOS 2.4 PLUS).
- 11. This Campaign entitles BonusLink Members to purchase their first IQOS 3 DUO at RM169 or IQOS 2.4 PLUS at RM129. This special price is only applicable to new users who have not registered on the IQOS database before. First purchase must be registered in the IQOS database to be eligible for the special price.
- 12. All IQOS device purchases by new and existing IQOS users, excluding tobacco products, gift certificates and IQOS accessories will be rewarded one (1) BonusLink Point for each RM1 spent on purchase.
- This Campaign is applicable for all IQOS device purchase (excluding tobacco products, gift certificates, and IQOS accessories) at the "IQOS Authorised Store Malaysia" on Lazada, IQOS Care Team and IQOS Authorised Care Centres. Please visit <u>https://malaysia.iqos.com/en/store-locator</u> to locate a nearest store.
- 14. BonusLink Card Number must be presented in order to be eligible to collect BonusLink Points.
- 15. For purchase via Lazada, once the order on Lazada has been received, the IQOS Care team will contact BonusLink Members via 03 – 27226700 for age verification. BonusLink Members are required provide their BonusLink Card Number to the IQOS Care Team in order to be eligible to collect BonusLink Points.
- 16. This Campaign is not applicable with other in-store deals or special offers, unless stated otherwise. This Campaign does not apply to any tobacco products, gift certificates, and IQOS accessories.
- 17. For more information, please call the IQOS Care Team at 1800-88-3858.
- For any matters related to BonusLink membership, please refer to BonusLink terms and conditions at <u>https://www.bonuslink.com.my/EN/AboutUsHowItWorks.aspx.</u>

<u>General Terms and Conditions</u>

- 19. By participating in this Campaign, all BonusLink Members are deemed to have read, understood and expressly agree to be legally bound by the Terms & Conditions of this Campaign as stated herein and any additional terms and conditions stipulated by the Organizers from time to time (as may be applicable) including all decisions of the Organizers in all matters without limitation or qualification related thereto which will be deemed as final and binding on all participants and no correspondence or appeals will be entertained.
- 20. All Organizers' decisions on all matters including but not limited to the eligibility of BonusLink Members and/or Campaign mechanics for this Campaign or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
- 21. The Organizers reserve the absolute right, at any time, to verify the validity of any successful transactions and/or eligible BonusLink Members at any point in time.
- 22. Retrospective claims by BonusLink Members for the award of BonusLink Points will not be entertained. Subject to **Clause 15** above, any request by BonusLink Members to provide their BonusLink Card Number and/or to be eligible for BonusLink Points after a transaction has been completed will not be entertained. Only BonusLink Members who fulfill the Campaign Terms and Conditions shall be eligible for the award of BonusLink Points.
- 23. The Organizers reserve the absolute right to revise the BonusLink Points to be awarded from time to time without any prior notice to any party including but not limited to the BonusLink Members.
- 6. The Organizers reserve the right at their sole discretion to disqualify any BonusLink Member and/or to retract or forfeit the award of BonusLink Points from any BonusLink Member if they believe the BonusLink Member has (singularly or jointly with any other BonusLink Member) undertaken any fraudulent practice and/or activities to earn the BonusLink Points or undertaken any activities that are or may be harmful to this Campaign or to the Organizers.
- 7. These Terms and Conditions, as the same may be amended from time to time shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional materials and/or advertisements relating to this Campaign. In the event of any conflict or

inconsistency between the English version and any translation thereof, the English version of the Terms and Conditions shall prevail.

- 8. The Organizers reserve the sole and absolute right to vary, delete and/or add to any of these Terms and Conditions (wholly or in part) from time to time in such manner as the Organizers deem appropriate without prior notice to any party including but not limited to BonusLink Members.
- 9. The Organizers reserves the absolute right to cancel, terminate or suspend this Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, any cancellation, termination or suspension by the Organizers of this Campaign shall not entitle any party to any claim or compensation against the Organizers for any and all losses and/or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 10. In no event will the Organizers be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive and/or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if the Organizers has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 11. The Organizers to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that BonusLink Members would otherwise be entitled to by law.
- 12. BonusLink Members are responsible for and shall comply with all these Terms and Conditions and BonusLink Members shall not, as part of the participation in this Campaign, breach any of these terms.
- 13. All BonusLink Members shall comply with all applicable laws when participating in this Campaign.
- 14. These Terms and Conditions are governed by and construed under the laws of Malaysia.