## Ganjaran Baucar Shell – Terms and Conditions

- 1. The 'Ganjaran Baucar Shell' campaign ("**Programme**") will commence from 12:00AM on Monday, 1 November 2021 to 11:59PM on Friday, 31 December 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 BonusLink Members who are residing in Malaysia and are above eighteen (18) years of age ("Eligible Members").
- 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 <a href="www.shell.com.my/stationlocator">www.shell.com.my/stationlocator</a>
- 5. To participate in this Programme, Eligible Members 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 App") prior to making payment at the cashier and/or payment terminal at Shell Stations; and
  - b) Collect a total of two hundred (200) Standard BonusLink Points ("Qualifying Standard Points Collection") from purchases of:
    - i. Shell FuelSave 95, Shell V-Power 97, Shell V-Power Racing, Shell FuelSave Diesel, Shell FuelSave Diesel E5 and/or Shell FuelSave Biodiesel (collectively referred to as Shell Fuels"); and/or
    - ii. Shell Helix Motor oil and/or Shell Advance Motorcycle oil (collectively referred to as "Shell Lubricants") at Shell Stations; and/or
    - iii. Shell SELECT items except for tobacco products, epay services, Touch N Go, mobile reloads or top ups, and co-locator products.

## (collectively referred to as "Qualifying Purchases")

For the avoidance of doubt, Qualifying Purchases paid via the redemption of BonusLink Points will be included as part of the Qualifying Standard Points Collection.

6. During the Programme Period, Eligible Members will collect Standard BonusLink Points for the following Qualifying Purchase:

- a) Every one (1) litre of Shell FuelSave 95 or Shell V-Power 97 equals 1 Standard BonusLink Point:
- b) Every one (1) litre of Shell V-Power Racing equals 1.25 Standard BonusLink Points; and/or
- c) Every one (1) Ringgit Malaysia purchased in Shell SELECT (including Shell Lubricants) equals 1 Standard BonusLink Point.

This is in accordance with the BonusLink Points structure as detailed on www.shell.com.my/BonusLink ("**Standard BonusLink Points**").

- 7. The total Standard BonusLink Points collected by each Eligible Member for each Qualifying Purchase during the Programme Period, is equal to the sum of Standard BonusLink Points collected for that Qualifying Purchase.
- 8. In addition to the Standard BonusLink Points collected, each Eligible Member who fulfils the Pre-requisites will receive one (1) RM5 Shell voucher subject to the Terms and Conditions herein.
- 9. To be rewarded with one (1) RM5 Shell voucher, Eligible Members must complete the Pre-requisites stipulated in Clause 5 within a given date and time range as follows:
  - a) Qualifying Period 1: From 12:00AM on 1 November 2021 till 11.59PM on 30 November 2021
  - b) Qualifying Period 2: From 12.00AM on 1 December 2021 till 11.59PM on 31 December 2021

For the avoidance of doubt, once the Eligible Member accumulates two hundred (200) Standard BonusLink Points by performing the Qualifying Purchases within a Qualifying Period, they will receive one (1) RM5 Shell voucher during that Qualifying Period.

- 10. A maximum of one hundred fifty thousand (150,000) units of RM5 Shell voucher per Qualifying Period, and up to a maximum of three hundred thousand (300,000) units of RM5 Shell voucher within the Programme Period will be rewarded to Eligible Members who meet the Pre-requisites stipulated in Clause 5.
- 11. The total Standard BonusLink Points collection is valid until the end of each Qualifying Period. The total Standard BonusLink Points collection for all Eligible Members will be reset back to zero (0) at the end of each Qualifying Period. For the avoidance of doubt, the reset of the total Standard BonusLink Points collection at the end of each Qualifying Period will not affect the amount of Total BonusLink Points collected by the Eligible Member beyond the Qualifying Period.

- 12. For the avoidance of doubt, there is no limit to the amount of Standard BonusLink Points that Eligible Members may collect during each Qualifying Period.
- 13. The RM5 Shell voucher awarded to Eligible Members who have completed the Pre-requisites will be awarded within five (5) working days from the date that the two hundred (200) Standard BonusLink Points were collected.
- 14. The RM5 Shell voucher awarded to Eligible Members will be delivered in a digital format and will be fulfilled via the following channels:
  - (a) Eligible Members with BLINK App will receive the RM5 Shell voucher in their "My Wallet" section of BLINK App.
  - (b) Eligible Members without *BLINK* App will receive the RM5 Shell voucher through electronic direct mail via e-mail address registered with BonusLink at the time of registration of membership with BonusLink.

For the avoidance of doubt, Eligible Members will not receive the RM5 Shell voucher if they have not registered their BLINK App, or have not provided their correct e-mail address to BonusLink. Upon BLINK App registration, verification and/or provision of the e-mail address, Eligible Members will then be awarded accordingly, provided the maximum of one hundred fifty thousand (150,000) units of RM5 Shell voucher per Qualifying Period has not been exhausted subject to the Terms and Conditions herein.

- 15. The RM5 Shell voucher shall be awarded to an Eligible Member only one (1) time per Qualifying Period. Should an Eligible Member hold two (2) or more BonusLink Cards, the Eligible Member may receive one (1) unit of RM5 Shell voucher awarded via BLINK App or contact channels stipulated in Clause 14 only for whichever BonusLink Card that first meets the Pre-requisites stipulated in Clause 5.
- 16. By participating in this Programme, the Eligible Member 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 Members 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 <a href="https://www.shell.com.my/privacy">www.shell.com.my/privacy</a> which forms an integral part of these Terms and Conditions.

## **RIGHTS OF SHELL AND BONUSLINK**

- 17. All of Shell's and BonusLink's decisions 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.
- 18. Shell and BonusLink reserve 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 and/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.
- 19.In no event will Shell and BonusLink 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 Programme, even if Shell and BonusLink have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

## **GENERAL TERMS**

- 20. 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.
- 21. 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.
- 22. 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.
- 23. For more information on this Programme, visit <a href="www.shell.com.my/ganjaran-baucar-shell">www.shell.com.my/ganjaran-baucar-shell</a>, <a href="www.bonuslink.com.my">www.bonuslink.com.my</a> 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 <a href="mailto:generalpublicenquiries-my@shell.com">generalpublicenquiries-my@shell.com</a> / <a href="mailto:MemberServices@bonuslink.com.mv">MemberServices@bonuslink.com.mv</a>.