

TERMS AND CONDITIONS – “FREE FUELS” CONTEST

1. This “**FREE FUELS**” CONTEST (“**Contest**”) is jointly organized by Shell Malaysia Trading Sdn Bhd (Company No. 196501000279 (6087-M)), Shell Timur Sdn Bhd (Company No. 198401000783 (113304-H)), collectively known as “**Shell**”) and BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)) (“**BonusLink**”).

2. This Contest is open to all Shell customers in Malaysia who are: (i) Malaysians; (ii) not less than 18 years old ; and (iii) members registered with BonusLink (“**BonusLink Members**”) (“**Customers**”) save and except for the following categories of persons:

a) permanent and/or contract employees (“**Employees**”) of Shell and its Affiliates and their immediate family members i.e. spouses, children, parents, brothers and sisters (“**Immediate Family Members**”);

b) service providers engaged by Shell and its Affiliates (including but not limited to advertising agencies, promotion agencies, printing companies and event management agencies), and their Employees and Immediate Family Members; and

c) dealers, traders or distributors of any Shell products including Shell Petrol Station retailers, and their Employees and Immediate Family Members.

(collectively referred to as the “**Ineligible Persons**”)

3. Qualifying Purchases

To participate in this Contest and stand a chance to win Shell Free Fuels (“**Contest Prizes**”), Customers must:

(a) To be entitled for one (1) Contest entry, make purchases of Shell Fuel Save 95, Shell V-Power 97 or Shell V-Power Racing for a minimum required purchase amount of Ringgit Malaysia Fifty (RM50.00) only in one (1) single sales receipt by cash or debit/credit card (save and except for VISA debit/credit card) and swipe BonusLink physical card issued by BonusLink (“**BonusLink Physical Card**”) or flash BonusLink virtual card via the **BLINK** App (“**BonusLink Virtual Card**”) (“**Qualifying Purchases 1**”);

OR

(b) To be entitled for ten (10) Contest entries, make purchases of a minimum one (1) bottle of Shell Helix FuelSave 4L by cash or debit/credit card (save and except for VISA debit/credit card) and swipe BonusLink Physical Card or flash BonusLink Virtual Card via the **BLINK** App (“**Qualifying Purchases 2**”);

OR

(c) To be entitled for fifteen (15) Contest entries, make Qualifying Purchases 1 or Qualifying Purchases 2 with VISA Debit/Credit card ("**Qualifying Purchases 3**");

(Qualifying Purchases 1, Qualifying Purchases 2 and Qualifying Purchases 3 collectively as "**Qualifying Purchases**")

(d) Qualifying Purchases for the purpose of this Contest shall be made in any Shell retail station in Malaysia from **1st March 2023 – 30th April 2023** (both dates are inclusive, which can be extended by Shell without prior notice) ("**Free Fuels Contest Period**").

(e) Only Qualifying Purchases made with swiping of BonusLink Physical Card or flashing of BonusLink Virtual Card via the **BLINK** App at the point of purchase will be taken into account as valid Contest entries. Incomplete, ineligible and incorrect Contest entries will be disqualified.

4. **Qualifying Participants**

a) Only registered BonusLink card individual members/ **BLINK** App individual members shall be entitled to participate in this Contest ("**Qualifying Participants**"). Any Qualifying Purchases made prior to the registration as BonusLink card individual member / BLINK App member shall not be taken into account as valid Contest entries.

b) This Contest is **NOT** open for BonusLink corporate/ business account members. No Qualifying Purchases made through BonusLink corporate/ business account shall be considered as valid Contest entries.

c) Any Contest entry by Ineligible Persons will be cancelled immediately.

5. **Selection of Winners for the Contest Prizes**

a) Selected Qualifying Participants shall be contacted by and the facilitation of the same shall be made by the authorized representatives of BonusLink, whereupon the Qualifying Participants shall be required to answer questions.

b) Only Qualifying Participants with the correct answers shall be entitled to become the winner of the Contest Prizes ("**Winners**").

c) Winners of the Contest Prizes will be announced at <https://www.shell.com.my/motorists/promotions/freefuelscontest.html> and Shell Official Facebook Page.

6. The following terms and conditions apply to the Contest Prizes:

- a) The Contest Prizes will be in the form of Shell fuel vouchers, which will be issued to the Winners' account maintained with the **BLINK** App ("**BLINK App Account**"). In the event the Winner does not have a **BLINK** App Account, the Winner is required to create a **BLINK** App Account within a prescribed timeline to receive the Contest Prize, failing which the Contest Prize may be forfeited;
- b) The Contest Prizes are provided on an "As Is" basis and is not exchangeable for other prizes nor transferable to third parties;
- c) Shell reserves the right to substitute the Contest Prizes without prior notice; and
- d) The Contest Prizes are not exchangeable for credit or kind.

Important Note:

(i) Customers can make as many eligible Qualifying Purchases as they wish within the Free Fuels Contest Period with a limit of maximum three (3) Qualifying Purchases per day.

(ii) Purchases from any Shell Service Centre/Shell Oil Change Plus/Shell Helix Express (lube bays) **SHALL NOT** be considered as valid Qualifying Purchases for the purpose of this Contest.

(iii) Customers can track their Contest entries via the **BLINK** App.

(iv) It shall be compulsory for each Winner of the Contest Prizes to execute an Indemnity Form in favour of Shell and its Affiliates and returning the same to Shell within the same day of being contacted as Winner/such period as may be instructed by Shell, failing which, such Winner shall be excluded from receiving the Contest Prizes. Shell, its Affiliates, employees and agents will be fully released from and indemnified by the Winners in respect of any claim for accident, injury, property damage or loss of life in connection with the Winner's participation in the Contest.

(v) Strict fulfillment of all the steps under paragraphs (iii) and (iv) above is required, failing which Contest entry shall become invalid.

(vi) Each Winner can only win the Contest Prize **ONCE** throughout the Free Fuels Contest Period.

(vii) Shell and its Affiliates reserves the right to request Winners to provide identification cards and proofs of purchase for verification before issuing the Contest Prizes. In the event that a Winner cannot provide suitable proof, the Contest Prize will be forfeited in whole and no substitute will be offered.

7. Shell and BonusLink reserve the right at their absolute discretion to vary, delete or add to any these Terms and Conditions without prior notice or to terminate this Contest at any time without notice or liability.

8. These Terms and Conditions, as may be amended from time to time pursuant to Clause above, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.

9. All decisions made by Shell and BonusLink in respect of this Contest or in the event of any dispute are final and binding. No correspondence or appeals will be entertained.

10. 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.

11. Shell and BonusLink reserves the right to cancel, terminate or suspend this Contest with or without prior notice. In the avoidance of doubt, cancellation, termination or suspension by Shell of this Contest shall not entitle the Customers to any claim or compensation against Shell for any and all and all losses or damage suffered or incurred by the Customers as a direct or indirect result of the act of cancellation, termination or suspension.

12. In no event will Shell and its Affiliates 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 Shell and its Affiliates has been advised of the possibility of such damages are expressly excluded.

13. The invalidity, illegality or unenforceability of any of these Terms and Conditions shall not affect or impair the continuation in force of the remainder of these Terms & Conditions of this Contest.

14. For the purpose of these Terms and Conditions, "**Affiliate**" means a person which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Shell. For the purpose of this Terms and Conditions, "control" when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative of the foregoing. "Person" includes, without limitation, any individual, corporation, partnership, joint venture, trust, and any employee pension, profit sharing and other benefit plan and trust. .

15. By participating in this Contest, Customers has read, understood and expressly agree and consent to:

a) be bound by these Terms and Conditions including all Shell's and BonusLink's decisions in relation to this Contest;

b) allow Shell, its Affiliates and its agencies to process and disclose to any third party, the necessary personal data of the Customers provided by the Customers for this Contest for any and all purposes in relation to this Contest and any and all other activity relating to or arising from the course of business or businesses of Shell and its Affiliates;

c) allow Shell and its Affiliates to collect, use, disclose and share amongst themselves and their respective service providers, the Customers' personal data, including the photographs or audio-video or other recordings of the Customers for publicity and/or use in advertisements across all media, in its original or edited format, in relation to this Contest without further notification, remuneration or compensation; and

d) authorize Shell and its Affiliates to process the Customers' personal data provided pursuant to this Contest in accordance with the Promotion Privacy Policy available on our Shell website at <https://www.shell.com.my/privacy> which forms an integral part of these Terms and Conditions.

16. For any inquiries, please [\[visit our website at https://www.shell.com.my/motorists/promotions/freefuelscontest.html\]](https://www.shell.com.my/motorists/promotions/freefuelscontest.html), OR, call Shell Hotline at 1-300-88-1808, or email to generalpublicenquiries-my@shell.com.

