## BLINKIT RM5.20 Cashback Campaign

## **Terms & Conditions**

- 1. This BLINKIT RM5.20 Cashback Campaign ("**Campaign**") is organised by BonusKad Loyalty Sdn Bhd with Registration No: 199701022703 (438200-T) ("**BonusLink**").
- 2. The Campaign will commence from 1 March 2023 30 April 2023 (both dates inclusive) ("**Campaign Period**").
- 3. This Campaign is open to all BonusLink members ("**Members**") who are residing in Malaysia and above 18 years of age.
- 4. In order to be eligible to participate in the Campaign, Members are required to download and install the BonusLink mobile application ("*BLINK* App") and complete the registration process to open an account in the *BLINK* App.
- 5. During the Campaign Period, each Member will receive RM5.20 cashback ("Cashback") in the Member's BLINK App account for each purchase made using the BLINK App (Scan & Pay function) ("Purchase") at any BonusLink's merchants ("Merchant"), with a minimum spend of RM12.00 for each Purchase.
- 6. Members are entitled to obtain and redeem the Cashback multiple times within the Campaign Period. The totalCashback to be issued to Members is capped at 15,000 transactions throughout the Campaign Period.
- 7. The Cashback issued to the Member's account will be automatically utilised to offset RM5.20 in the next transaction with the same Merchant when the Member pays using **BLINK** App. For the avoidance of doubt, each Cashback is valid for a single transaction only and a maximum of one (1) Cashback is redeemable per transaction.
- All Purchases made via the *BLINK* App will be issued with BonusLink Points at the ratio of one (1) BonusLink Point for each Ringgit Malaysia One (RM1.00) spent (unless otherwise determined by BonusLink and the Merchant).
- 9. Generally, each Cashback is valid for a period of three (3) months from the date of issuance of the Cashback unless otherwise stated in the **BLINK** App account.

## **General Terms & Conditions**

 By participating in this Campaign, Members are deemed to have read, understood and agreed to be legally bound by the terms and conditions ("Terms and Conditions") of this Campaign as stated herein and any additional Terms and Conditions stipulated by BonusLink from time to time (as may be applicable) including all decisions of BonusLink in all matters without limitation or qualification related thereto.

- 2. BonusLink shall not be responsible for, nor have any control whatsoever on the SMS traffic, network failure and / or interruptions on the part of the respective telecommunications service providers or the Merchants for any other reason(s) whatsoever resulting in the delay of the issuance or redemption of the Cashbacks during Campaign Period.
- 3. All BonusLink's decisions on all matters relating to the Campaign, including but not limited to the eligibility of the Members and/or Campaign mechanics for this Campaign, or any decisions made by BonusLink in the event of any dispute shall be final and binding and no correspondence or appeals will be entertained.
- 4. BonusLink reserves the absolute right, at any time, to review, investigate and verify the validity of any successful transactions and/or eligibility of Members at any point in time. The Cashbacks are subject to availability and may be changed by BonusLink at any time without notice.
- 5. The Cashback has no cash or monetary value and is not redeemable for cash in any form and is non-assignable, non-transferable, non-exchangeable for cash in part or full, non-returnable and/or non-refundable. The Cashback shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.
- 6. The Members must use their Cashbacks during their applicable validity period failing which the Cashbacks will expire and be forfeited without further notice to the Members. Each Member agrees that he/she will have no claim whatsoever against BonusLink for any expired Cashbacks.
- 7. Upon any Member's cessation to be a Member of BonusLink, all then outstanding Cashbacks at such point of time shall be automatically cancelled and forfeited.
- 8. Each Member's Cashback entitlements will be reflected in the **BLINK** App and shall serve as conclusive evidence of the same.
- BonusLink reserves the 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 BonusLink deems appropriate without giving any prior notice to any party including but not limited to Members.
- 10. By participating in this Campaign, Members are deemed to have read BonusLink's privacy policy accessible at this link: <u>https://www.bonuslink.com.my/EN/PrivacyNotice.aspx</u> ("**Privacy Policy**") and agreed to be bound by the Privacy Policy. All personal data provided by Members in this Campaign will be updated unto Members' BonusLink account accordingly. Any personal data used by BonusLink will be in compliance with the Personal Data Protection Act 2010 as indicated in the Privacy Policy. Members further hereby give acceptance and consent for BonusLink (and any third party authorized by BonusLink) to use Members' personal data including Members' names, contact details and photographs for publicity purposes, and for the purposes of this Campaign. In the event that Members do not consent to the use of any Members' personal data including photographs, please notify BonusLink of the same immediately. Failure to provide consent will render Members to be ineligible to participate in this Campaign. In the event that any Member disagrees to have his/her personal data to be used and processed in accordance with the Privacy Policy and this Terms & Conditions, the Members shall immediately notify BonusLink to express his/her

disagreement and decision to be opted-out from the Campaign. In such instances, the Member has opted-out from and no longer be eligible to receive any Cashback, benefits or privileges under this Campaign.

- 11. This Campaign strictly does not apply to EU residents.
- 12. In the event that:
  - a) BonusLink determines that any Purchase transaction may be suspicious, illegal, involves any criminal activities or involves Cashback that has been obtained through dishonesty or fraudulent means;
  - BonusLink determines that a Member has abused any of the Campaign benefits and/or privileges, have failed to comply with any of these terms and conditions set out hereinabove, or have made any misrepresentation to BonusLink;
  - c) The Cashback is no longer made available; and/or
  - d) The Cashback has been issued to a Member in error or expired;

BonusLink may at its sole discretion without any prior notice to disqualify any Member and/or to retract or forfeit the award of Cashbacks from any Member or any other actions as BonusLink deems fit.

- 13. BonusLink reserves the absolute right to cancel, terminate or suspend the Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, any cancellation, termination or suspension of the Campaign by BonusLink shall not entitle any party including but not limited to the Members to any claim or compensation against the BonusLink 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.
- 14. The Terms and Conditions contained herein, as the same may be amended from time to time, shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional and/or advertising materials for the 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.
- 15. In no event will 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 Campaign, even if the BonusLink have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 16. BonusLink to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that Members would otherwise be entitled to by law.

- 17. Members are responsible for and shall comply with all these Terms and Conditions and Members shall not, as part of the participation in this Campaign, breach any of these terms.
- 18. All Members shall comply with all applicable laws when participating in this Campaign.
- 19. These Terms and Conditions are governed by and construed under the laws of Malaysia.