

Refuel with Touch 'n Go RFID & Get Shell RM5 Voucher – Terms and Conditions

1. The 'Refuel with Touch 'n Go RFID & Get Shell RM5 Voucher' programme ("**Programme**") will commence from 12:00AM on Thursday, 7 September 2023 to 11:59PM on Friday, 6 October 2023, both dates and times inclusive ("**Programme Period**").
2. This Programme is jointly organised by Shell Malaysia Trading Sdn. Bhd. (Company no. 196501000279 (6087-M)) ("**SMT**"), Shell Timur Sdn. Bhd. (Company no. 198401000783 (113304-H)) ("**Shell Timur**"), and BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)) ("**BonusLink**"). SMT and Shell Timur are jointly referred to as "**Shell**"; SMT, Shell Timur and BonusLink are jointly referred to as the "**Organisers**".
3. The Programme is open to all individuals who (i) have successfully registered as a member of BonusLink ("**Members**"); (ii) who are residing in Malaysia; and (iii) are above eighteen (18) years of age ("**Eligible Members**").
4. The Organisers reserve the right to disqualify any person that they know is, or have reasonable grounds to believe is, ineligible for this Programme as a result of the terms and conditions ("**Terms and Conditions**") herein.
5. This Programme is applicable to all participating Shell retail stations in Malaysia with RFID fueling ("**Shell Stations**") as listed on <https://www.shell.com.my/motorists/stations-with-rfid.html>.
6. To participate in this Programme, Eligible Members must meet the following requirements (collectively known as the "**Pre-requisites**"):
 - a. Download and register an account on the BonusLink mobile application ("**BLINK App**");
 - b. Key in their BonusLink card number when they activate "RFID Fueling" in the Touch 'n Go eWallet mobile application;
 - c. Purchase a cumulative of RM220.00 worth of Shell fuels ("**Product**") throughout Programme Period and pay with Touch 'n Go RFID Fueling at Shell Stations.

7. Eligible Members who have met the pre-requisites are entitled to receive a free Shell RM5 Voucher (“**Voucher**”). The Voucher will be issued and displayed in Eligible Members’ **BLINK** App in the ‘My Wallet’ section after Programme ends.
8. To redeem, Eligible Members need to:
 - a. Tap on the Voucher from the ‘My Wallet’ tab in their **BLINK** App.
 - b. Tap on ‘Show QR/Barcode’. At the Shell Stations cashier counter, Members need to show the QR/Barcode to the staff and allow them to scan the code to redeem the Voucher.
9. Voucher is valid for redemption within twenty-one (21) days of issuance in Eligible Members’ **BLINK** App.
10. Each Eligible Member shall be entitled to receive a maximum of one (1) Voucher only.
11. 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 the Organisers concerning this Programme; and
 - b. By participating in this Programme, Members are deemed to have read, given acceptance and consent for BonusLink’s privacy policy accessible at this link: <https://www.bonuslink.com.my/EN/PrivacyNotice.aspx> (“**Privacy Policy**”) and agreed to be bound by the Privacy Policy. All personal data provided by Members in this Programme 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 (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 Programme. 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 Programme. 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 Programme.

In such instances, the Member has opted-out from and no longer be eligible to receive any Voucher, benefits or privileges under this Programme. 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 which forms an integral part of these Terms and Conditions.

RIGHTS OF SHELL AND BONUSLINK

12. All of the Organisers' decisions on all matters including but not limited to the eligibility of the Programme participants, Programme mechanics and/or Voucher for this Programme or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
13. The Organisers 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 the Organisers of this Programme shall not entitle any party to any claim or compensation against the Organisers 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.
14. In no event will the Organisers 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 the Organisers have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

GENERAL TERMS AND CONDITIONS

1. By participating in this Programme, Members are deemed to have read, understood and agreed to be legally bound by the Terms and Conditions of this Programme as stated herein and any additional Terms and Conditions stipulated by the Organisers from time to time (as may be applicable) including all decisions of the Organisers in all matters without limitation or qualification related thereto.
2. The Organisers 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 for any other reason(s) whatsoever resulting in the delay of the issuance or redemption of the Voucher during Programme Period.
3. The Organisers reserve 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 Voucher is subject to availability and may be changed by the Organisers at any time without notice.
4. The Voucher 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 Voucher shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.
5. This Programme strictly does not apply to EU residents.
6. In the event that:
 - a) The Organisers determine that any transaction may be suspicious, illegal, involves any criminal activities or involves Voucher that has been obtained through dishonesty or fraudulent means;
 - b) The Organisers determine that a Member has abused any of the Programme benefits and/or privileges, has failed to comply with any of

these terms and conditions set out hereinabove, or has made any misrepresentation to the Organisers;

- c) The Voucher is no longer made available; and/or
- d) The Voucher has been issued to a Member in error or expired;

The Organisers may at their sole discretion without any prior notice to disqualify any Member and/or to cancel the Voucher or any other actions as the Organisers deem fit.

7. The Organisers 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.
8. The Organisers 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.
9. The Members are responsible for and shall comply with all these Terms and Conditions and Members shall not, as part of the participation in this Programme, breach any of these terms.
10. All Members shall comply with all applicable laws when participating in this Programme.
11. 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.
12. 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.
13. These Terms and Conditions are governed by and construed under the laws of Malaysia.

14. For more information on this Programme, visit www.shell.com.my, 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 / MemberServices@bonuslink.com.my.