BOOSTER - BLINK FRIEND REFERRAL CAMPAIGN

Terms & Conditions Effective on 1 September 2023

 This BLINK Friend Referral Campaign ("Campaign") is organised by BonusKad Loyalty Sdn Bhd with Registration No: 199701022703 (438200-T)("BonusLink") which will commence from 1 September 2023 to 30 November 2023 (both dates inclusive) ("Campaign Period").

Eligibility

2. Subject to the following terms and conditions, this Campaign is open to both Existing Member and New Member (hereinafter collectively "Members") (as defined hereinafter), who are residing in Malaysia and are above eighteen (18) years of age.

Member Status	Description
Existing Member	A person with an existing BonusLink Card
	Number
New Member	A person who successfully registers as a
	BonusLink Member during the Campaign Period

3. This Campaign is strictly not applicable to European Union (EU) residents.

Campaign Mechanics

- 4. To be eligible to participate in this Campaign, Members are required to refer non-Members to register and download the BonusLink mobile application known as "**BLINK** App" during the Campaign Period, in the following manner:
 - Members ("Referrers") need to locate the referral codes on the BLINK App via the "Account" section under the "Refer a Friend" tab and follow the on-screen instructions to refer non-Members to the BLINK App; AND
 - 2. Non-Members ("**Referees**") who have received referral codes via Referrers are required to:

- a) download the **BLINK** App via Google Play Store, Apple App Store or Huawei AppGallery;
- b) register an account with the **BLINK** App and key in the Referrer's referral code when prompted; and
- c) complete the registration process by registering his/her phone number and offsetting up the One-Time Password (OTP) for login.

Note: The Referees must be downloading and registering an account on the **BLINK** App for the first time.

Rewards

5. To be eligible for the reward, the Referrer(s) must:

BLINK App account.

- (a) Successfully refer a minimum of 4 (four) Referees within the same month during the Campaign Period; and
- (b) both Referrer and Referees must remain as Members and **BLINK** App users throughout the Campaign Period for the Referrers to be eligible for the rewards set out below.

 ("Reward Criteria")
- 6. Referrer who has successfully fulfilled the abovementioned Reward Criteria will receive a **Shell RM5 Voucher** ("**Voucher**") in his/her
- 7. The Voucher will be given on first come, first served basis only, capped at a number of Thirteen Thousand and Five Hundred (13,500) Vouchers in total for the Campaign. The Reward may take up to twenty-five (25) working days to be reflected in Referrer's **BLINK** App account in the "My-Wallet" tab after fulfilling the Reward Criteria.
- 8. The Voucher is valid for fourteen (14) days from the date of issuance in the *BLINK* App account. Any unutilized Voucher(s) after the validity period stated will expire. The validity of the expired vouchers will not be extended and Referrers are not entitled to any refund.
- 9. Expired Vouchers will be moved to the tab "My Wallet Expired".

10. Members can only utilize one (1) Voucher in one (1) transaction for the purchase of selected Shell products as designated by BonusLink from time to time.

- In the event that the transaction value is below the value of the Shell RM5 Voucher, the remaining value will be deemed as utilized and will not be returned to the Referrers.
- 12. At the point of Rewards fulfilment process, all eligible Referrers must not cancel or terminate their BonusLink membership; otherwise the eligible Referrers will be disqualified from receiving the Voucher.

 BonusLink also reserves the right to disqualify any eligible Referrer that it knows is, or has reasonable grounds to believe is, ineligible for this Campaign.

General Terms & Conditions

- 1. By participating in this Campaign, Members are deemed to have read, understood and agreed to be legally bound by the 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 is not 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 BonusLink vendor for any other reason(s) whatsoever resulting in the delay of the "Notification" during Campaign Period.
- 3. BonusLink's decisions on all matters including but not limited to the eligibility of the 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 will be entertained.
- 4. 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.

5. By participating in this Campaign, the Eligible Member expressly agrees and consents to :

- a. be bound by the Terms and Conditions herein, including the decisions of the BonusLink concerning this Campaign; and
- b. by participating in this Campaign, 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 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 (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 Voucher, benefits or privileges under this Campaign. As for Shell, such personal data provided pursuant to this Campaign 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.

- 6. 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 Vouchers are subject to availability and may be changed by BonusLink at any time without notice.
- 7. BonusLink reserves the right at their sole discretion to disqualify any Member and/or to retract or forfeit the award of BonusLink Points and/or Rewards from any Member if they believe the Member has

(singularly or jointly with any other Member) undertaken fraudulent practice and/or activities to earn the Rewards or undertaken any activities that are or may be harmful to this Campaign or to BonusLink.

- 8. BonusLink 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 BonusLink shall not entitle any party including but not limited to the Members to any claim or compensation against BonusLink for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 9. These 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 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.
- 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 BonusLink has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 11. The Vouchers have no cash or monetary value and are not redeemable for cash in any form and are non-assignable, non-transferable, non-exchangeable for cash in part or full, non-returnable and/or non-refundable. The Vouchers shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.
- 12. Each Member must use his/her Voucher during its applicable validity period failing which the Voucher will expire and be forfeited without further notice to the Member. Each Member agrees that he/she will

have no claim whatsoever against BonusLink for any expired Vouchers.

- 13. Upon any Member's cessation to be a Member of BonusLink, all then outstanding unredeemed Voucher at such point of time shall be automatically cancelled and forfeited.
- 14. Each Member's Voucher will be reflected in the **BLINK** App and shall serve as conclusive evidence of the same.
- 15. In the event that:
 - a. BonusLink determines that any transaction or redemption may be suspicious, illegal, involves any criminal activities or involves Vouchers that has been obtained through dishonesty or fraudulent means;
 - BonusLink determines that a Member has abused any of the Campaign benefits and/or privileges, has failed to comply with any of these Terms and Conditions set out hereinabove, or has made any misrepresentation to BonusLink;
 - c. The Vouchers are no longer made available; and/or
 - d. The Vouchers 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 Vouchers from any Member or take any other actions as BonusLink deems fit.

- 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.