## **Shell Bonanza**

## **Terms & Conditions**

- This Shell Bonanza ("Campaign") is jointly organised by BonusKad Loyalty Sdn Bhd with the Registration No: 199701022703 (438200-T) ("BonusLink"), Shell Malaysia Trading Sdn Bhd with Registration No: 196501000279 (6087-M) and Shell Timur Sdn Bhd with Registration No: 198401000783 (113304-H) (collectively referred to as "the Organisers").
- 2. This Campaign commences from 2 October 2023 31 December 2023 (both dates inclusive) ("Campaign Period"). During the Campaign Period, there will be three (3) cycles as listed below:
  - Cycle 1: 2 October 2023 31 October 2023
  - Cycle 2: 1 November 2023 30 November 2023
  - Cycle 3: 1 December 2023 31 December 2023

(Each a "Cycle" and collectively, "Cycles")

- 3. Any Member who is part of the Power Up Rewards Programme ("**Member**") will be eligible to participate in this Campaign.
- 4. In order to participate in this Campaign, Members are required to swipe their BonusLink card for the purchase of qualifying products at Shell SELECT (excluding Epay Services, in store services, Top Up and Tobacco) ("Products").
- 5. Members can track their qualifying purchases at Shell SELECT stores for this Campaign on the BonusLink mobile application known as "**BLINK** App".
- 6. The Member will be issued one (1) Shell RM5 Voucher ("**Voucher**") for every RM60.00 spent cumulatively per Cycle. Each Member shall only be entitled to receive up to three (3) Vouchers in each Cycle. There is a ceiling of 10,000 units of Voucher available for Cycle 1 and 2 each; and 20,000 units of Voucher

- available for Cycle 3 as reward for eligible Members, awarded on a first come first served basis.
- 7. The Vouchers are valid for twenty-one (21) days from the date of issuance. The Vouchers are only issued on the **BLINK** App.
- 8. For the avoidance of doubt, once the eligible Member has been awarded three (3) Vouchers in a Cycle, the Member can no longer participate in the Campaign during the same Cycle.
- 9. The Vouchers are redeemable at all Shell stations as listed on <a href="https://www.bonuslink.com.my/EN/OtsPartners/131\_Shell\_Malaysia\_Trading\_">https://www.bonuslink.com.my/EN/OtsPartners/131\_Shell\_Malaysia\_Trading\_</a>.
- 10. This Campaign is strictly applicable to Malaysians who are residing in Malaysia and above 18 years of age only, and strictly does not apply to any European Union residents.

## **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 of this Campaign ("Terms and Conditions") 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 are 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 Organisers' vendors for any other reason(s) whatsoever resulting in the delay of the issuance of the Voucher during Campaign Period.
- 3. All Organisers' 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. The Organisers reserve 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 the Organisers deem appropriate without giving any prior notice to any party including but not limited to Members.
- 5. By participating in this Campaign, Members are deemed to have given acceptance and consent for the Organisers (and any third party authorized by the Organisers) to use Members' personal data including Members' names 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 the Organisers of the same immediately. Failure to provide consent will render Members to be ineligible to participate in this Campaign. All personal data provided by Members in this Campaign will be updated unto Members' BonusLink account accordingly. Any personal data used by the Organisers will be in compliance with the Personal Data Protection Act 2010 as indicated in BonusLink's Personal Data Protection Policy stated in BonusLink's website.

- 6. 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..
- 7. The Organisers reserve the absolute right to amend this Terms and Conditions and the maximum amount of the Voucher to be awarded from time to time without any prior notice to any party including but not limited to the Members.
- 8. 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.

## 9. 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.

10. The Organisers reserve 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 the Organisers shall not entitle any party including but not limited to the Members to any claim or compensation against the Organisers 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.

- 11. 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.
- 12. 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 Campaign, even if the Organisers have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 13. 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.
- 14. 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.
- 15. All Members shall comply with all applicable laws when participating in this Campaign.
- 16. These Terms and Conditions are governed by and construed under the laws of Malaysia.
- 17. For more information on this Programme, please visit <u>www.shell.com.my</u>, <u>www.bonuslink.com.my</u> 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 <u>generalpublicenquiries-my@shell.com</u> / <u>MemberServices@bonuslink.com.my</u>.