"BONUSLINK RM5 REBATE FIESTA" TERMS & CONDITIONS

- The BonusLink RM5 Rebate Fiesta Campaign ("Campaign") will commence from 1
 December 2023 to 31 January 2024, both dates inclusive ("Campaign Period") on the
 terms and conditions ("Terms and Conditions") herein and is applicable at
 participating Shell BonusLink Premium Items Stations in Malaysia ("SBPI Stations").
- 2. This Campaign is organised by BonusKad Loyalty Sdn. Bhd. (Registration No. 199701022703 (438200-T)) ("BonusLink"). The Campaign 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").
- 3. BonusLink reserves the right to disqualify any Member that it knows is, or has reasonable grounds to believe is, ineligible for this Campaign.
- 4. To participate in this Campaign, Eligible Members must fulfill the following requirements (collectively, referred to as the "**Pre-requisites**"):
 - a) Redeem any two (2) or more of the items below at any participating Shell SBPI Stations (view full list here) within the Campaign Period, or;
 - b) Redeem or purchase the Shell BonusLink Premium Item (SBPI) Voucher(s) on **BLINK** App and redeem the items as stated at Table A below at participating Shell SBPI Stations.

Table A

Items	Redemption Points
Umbrella 2022 Sunny	4,400 Points each
Umbrella 2022 Rainy	4,400 Points each
Starbucks Confetti Cup	4,000 Points each
Towel 2022 Sunny	2,900 Points each
Towel 2022 Rainy	2,900 Points each
Tote Bag (Blue)	1,900 Points each
Tote Bag (Dark Grey)	1,900 Points each
Tote Bag (Light Grey)	1,900 Points each
Tote Bag (Yellow)	1,900 Points each
Sling Pouch	2,500 Points each
Thermal Flask 800ml	3,200 Points each

- 5. Eligible Members given a five hundred (500) BonusLink Points rebate ("**Points Rebate**") and is limited to five thousand (5,000) Members on a first come, first served basis during the Campaign Period.
- 6. Each Eligible Member is required to have the amount of BonusLink Points required for redemption (as stated in Table A above) in the BonusLink account, while the five hundred (500) BonusLink Points Rebate will be reimbursed and credited back into the Eligible Member's BonusLink account within twenty-one (21) working days after the end of the Campaign.

For example:

- (a) In order to redeem a Towel 2022 Sunny at 2,900 BonusLink Points and Umbrella 2022 Sunny at 4,400 Points, the Member must first utilise 7,300 BonusLink Points on at time of redemption.
- (b) The 500 BonusLink Points Rebate will be reimbursed and credited back into the Member's BonusLink account within twenty-one (21) working days after the end of Campaign.
- 7. Each BonusLink account is limited to a one-time Points Rebate during the Campaign Period.

GENERAL TERMS AND CONDITIONS

- By participating in this Campaign, the Members are deemed to have read, understood and expressly agreed to be legally bound by these Terms and Conditions of this Campaign as stated herein and any additional Terms and Conditions stipulated by BonusLink's decisions without limitation or qualification in relation to the Campaign.
- All 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 shall be entertained.
- 3. 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 Points Rebate is subject to availability and may be changed by BonusLink at any time without notice.

- 4. BonusLink reserves the right at absolute discretion to amend, 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 the Members.
- 5. These Terms and Conditions contained herein, as the same may be amended from time to time, shall prevail over inconsistent terms, conditions, provisions, or representations contained in any other promotional materials and/or advertisements in relation 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.
- 6. 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 of the Campaign by BonusLink shall not entitle any party including but not limited to the Members to any claim or compensation against 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.
- 7. 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.
- 8. The Points Rebate has 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 Points Rebate shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.

- 9. Each Member must use his/her BonusLink Points earned through Points Rebate during its applicable validity period failing which the BonusLink Points 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 BonusLink Points.
- 10. Upon any Member's cessation to be a Member of BonusLink, all then outstanding unutilised BonusLink Points at such point of time shall be automatically cancelled or forfeited.
- 11. Each Member's BonusLink Points will be reflected in the **BLINK** App and shall serve as conclusive evidence of the same.

12. In the event that:

- a) BonusLink determines that any transaction or redemption may be suspicious, illegal, involves any criminal activities or involves BonusLink Points that has been obtained through dishonesty or fraudulent means;
- b) 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 BonusLink Points are no longer made available; and/or
- d) The BonusLink Points 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 Points Rebate or redemption of the BonusLink Points from any Member or take any other actions as BonusLink deems fit.

- 13. BonusLink to the fullest extent permitted by law excludes all warranties, rights and remedies (including warranties implied by statute or otherwise) that Members would otherwise be entitled to by law.
- 14. All Members shall be personally responsible for all taxes, rates, government fees and/or any other charges that may be levied against them under applicable laws, if any, in relation to this Campaign.

- 15. 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.
- 16. All Members shall comply with all applicable laws when participating in this Campaign.
- 17. These Terms and Conditions are governed by and construed under the laws of Malaysia.
- 18. For more information, please visit <u>www.bonuslink.com.my</u> or contact BonusLink's Member Interaction Centre at +603-7626-1000.