

**Extra BonusLink Points for Selected Lubricants Promo**  
**TERMS AND CONDITIONS**

1. This Extra BonusLink Points for selected lubricants ("**Campaign**") is jointly organized by Shell Malaysia Trading Sdn Bhd (Company No: 196501000279 (6087-M)) & SHELL TIMUR SENDIRIAN BERHAD (Company No: 198401000783) (113304-H)), collectively known as "**Shell**".
2. This Campaign runs from 10<sup>th</sup> June 2024 (12:01 AM) to 30<sup>th</sup> June 2024 (11:59 PM), both dates inclusive, which can be extended by Shell without prior notice ("**Campaign Period**").
3. This Campaign is open only to all Shell customers in Malaysia and not less than 18 years old ("**Participants**") save and except for the following categories of persons:
  - a) Delivery Partners (New Fleet Accounts: Grab, Lalamove, Flash Express, AirAsia Ride, Shopee Food) in Malaysia; and
  - b) service providers engaged by Shell and its Affiliates (including but not limited to advertising agencies, Campaign agencies, printing companies and event management agencies), and their permanent and/or contract employees ("**Employees**") and their immediate family members i.e. spouse, children, parents, brothers and sisters ("**Immediate Family Members**"); and
  - c) dealers, traders or distributors of any Shell Products including Shell Petrol Station Retailers, and their Employees and Immediate Family Members.
4. Campaign Mechanics: Qualifying Purchases
  - (a) To participate in this Campaign and win the Campaign Reward in the form of BonusLink Points, Participants must:
    - i. To be entitled for 3,000 BonusLink Points, make purchase of minimum one (1) bottle of the following Shell lubricants products and swipe BonusLink physical card or flash BonusLink virtual card via the **BLINK** App or scan BonusLink QR code on the Shell App ("**Qualifying Purchase 1**");

Product	BonusLink Points
Helix Power 0W40 4L Helix Power 5W40 4L Helix Ultra 5W30 4L Helix Ultra 5W40 4L Helix FuelSave 5W30 4L Helix Eco 0W20 3.5L Helix HX8 0W20 4L Helix HX8 5W30 4L Helix HX8 5W40 4L	3,000 Points

and/or

- ii. To be entitled for 2,000 BonusLink Points, make purchase of minimum one (1) bottle of the following Shell lubricants products and swipe BonusLink physical card or flash BonusLink virtual card via the **BLINK** App or scan BonusLink QR code on the Shell App (“**Qualifying Purchase 2**”)

Product	BonusLink Points
Helix HM 10W40 4L Helix HM 15W50 4L Helix HX7 10W40 4L Helix HX7 5W30 4L	2,000 Points

(Qualifying Purchase 1 and Qualifying Purchase 2 collectively referred as “**Qualifying Purchases**”).

- b) Qualifying Purchases for the purpose of this Campaign shall be made at [selected participating Shell retail station](#) in Malaysia within the Campaign Period.
- c) Only Qualifying Purchases made with swiping of BonusLink physical card or flashing of BonusLink virtual card via the **BLINK** App or scan BonusLink QR code on the Shell App at the point of purchase will be taken into account as valid Campaign entries.

Important Note: Strict fulfilment of all the steps stated is required. Participants who do not strictly fulfil the criteria stated above **shall be excluded** from obtaining the reward.

## 5. Qualifying Participants

- a) Only registered BonusLink card individual members/**BLINK** App individual members with updated BonusLink user profile shall be entitled to participate in this Campaign ("**Qualifying Participants**"). Any Qualifying Purchases made prior to the registration as BonusLink card individual member/**BLINK** App member shall not be taken into account as valid Campaign entries.
- b) This Campaign is **NOT** open for BonusLink corporate/business account members. No Qualifying Purchases made through BonusLink corporate/business account shall be taken into account as valid Campaign entries.

6. For the avoidance of doubt, there is no capping on the number of Campaign Reward that a Participant can earn throughout the Campaign Period. The Reward will be credited to the Members' BonusLink account six (6) weeks after Programme ends. The Members shall remain as Members of BonusLink at the time of issuance of the Reward.

7. The following terms and conditions apply to the Campaign Rewards:

- a) The Campaign Rewards are provided on an "As Is" basis and are not transferable to third parties.
- b) Shell reserves the right to substitute the Campaign Rewards without prior notice.
- c) The Campaign Rewards are not exchangeable for cash, credit or in-kind.

8. By using their registered BonusLink Card for this Campaign during this Campaign Period, the Participants expressly agree and consent to:

- a) participate in this Campaign and be bound by these Campaign Terms and Conditions including all Shell's decisions in relation to the Campaign;
- b) allow Shell, its Affiliates and its agencies to process and disclose to any third party, all personal data of the Participants provided by the Participants for this Campaign for any and all purposes in relation to this Campaign and any and all other activity relating to or arising from the course of business or businesses of Shell and its Affiliates;
- c) allow Shell to collect, use, disclose and share amongst themselves and their respective service providers, the Participants' personal data, including the photographs or audio-video or other recordings of the Participants for publicity and/or use in advertisements across all media, in its original or edited format,

and whether to promote the Campaign or otherwise without further notification, remuneration or compensation; and

- d) authorize Shell to process the Participants' personal data provided pursuant to this Campaign in accordance with the Campaign Privacy Policy which forms an integral part of these Campaign Terms and Conditions.
9. All decisions made by Shell on all matters including but not limited to the eligibility of the Participants, Campaign Mechanics and/or Campaign Rewards for this Campaign or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
  10. Shell reserves the right to cancel, terminate or suspend this Campaign with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Campaign shall not entitle any party to any claim or compensation against Shell 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.
  11. In no event will Shell will be liable for any loss or damages including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive 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 Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
  12. All Participants shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Campaign.
  13. Shell reserves the right at its absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time without prior notice.
  14. 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 Campaign material advertising this Campaign.
  15. For more information, please visit [www.shell.com.my](http://www.shell.com.my), or contact Shell Customer Service at 1300-88-1808.

16. 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.

### **CAMPAIGN PRIVACY POLICY**

This Campaign Privacy Policy provides information on the processing of your personal data as a result of being (i) a participant of the Campaign, (ii) one of our customers and/or (iii) a visitor to the Shell Malaysia website on which the Campaign will be accessed from (“**Website**”).

Please read the Privacy Policy carefully so that you can understand how we collect and use the personal data that you provide us. By submitting your personal data to be eligible for the Campaign, you will be treated as having given your consent where necessary and appropriate, for disclosures referred to in this Privacy Policy.

#### **1. When is this Privacy Policy applicable?**

This Privacy Policy is applicable to the processing of your personal data as a result of being (i) a participant of the Campaign, (ii) one of our customers and/or (iii) a visitor to the Website. On the Website you will find a number of links to other websites. Although these websites are selected with care, we are not responsible for the processing of your personal data through these websites. This Privacy Policy is therefore not applicable to the use of such websites.

#### **2. Who is the controller of your data?**

The controllers for the processing of your personal data are:

**Shell Malaysia Trading Sdn Bhd**, a company incorporated and registered in Malaysia with the registration number 196501000279 (6087-M) and its principal place of business at Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, Malaysia;

#### **3. For what purpose do we process your personal data?**

In this Privacy Policy we describe what personal data we process and for what purposes.

##### **3.1 Customer service and relationship management**

- What does this purpose entail?

If you contact our Customer Service Centre with a question or a complaint, we may ask you for certain information to identify yourself and to help us respond to your enquiry. We use any personal data supplied only for this purpose and to improve our customer support services.

- Which personal data do we process for this purpose?

To be able to respond appropriately to your question or complaint, we note details of your question or complaint in our customer database. We may also ask you for contact details in order to keep you informed about your question or complaint.

### **3.2 Participation in Campaigns**

- What does this purpose entail?

Shell regularly runs Campaigns for its customers. In some cases we will ask you to provide us with your personal data through a registration form, advertisement or website in order to participate in the Campaign.

- Which personal data do we process for this purpose?

If you choose to participate in such Campaigns, we may process the personal data provided by you (including your name, mobile telephone number, age, address and e-mail address) in order to register or confirm your participation, to determine whether you fulfill the Campaign conditions and to send you any Rewards or benefits. Depending on the Campaign, we may also process information on your participation in the Campaign, such as scores, submissions or Rewards/benefits won.

### **3.3 Offers for Shell Products and Services**

- What does this purpose entail?

As a customer of Shell, you may receive offers and information from Shell (“Offers”). Such Offers may include but are not limited to the issue of:

- electronic newsletters with offers and general information;
- Shell fuel or shopping vouchers;
- discount coupons for Shell shop products.

You may receive your Offers by regular mail, email, SMS, social media, coupons, through the Website or any other digital channels used by you.

- Which personal data do we process for this purpose?

For sending you Offers, we may process the personal data provided by you (including your name, address and e-mail address). In order to be able to provide you with more personalised Offers, Shell may analyse your purchase

history (including data regarding (i) specific products you buy, (ii) the total amount of your purchases per transaction, (iii) the time and place of the purchases you make and (iv) the payment method you use), your use of the Website and e-mails you receive from Shell, your location based on your IP-address, your participation in the Campaign and your responses to surveys.

In order to determine your preferences, Shell may also combine your personal data already known by affiliates of Shell including those obtained through websites, apps, coupons, social media, survey's, Campaigns and other digital channels; Shell branded fuel cards and other payment cards at Shell retail sites, along with purchases of customers with similar interests and supplemental socio-demographic information about you from third party sources in order to analyse your previous purchases.

- Opting out of Offers  
You can at any time stop receiving Offers by contacting our Customer Service Center at 1-300-88-1808.

### **3.4 Administering the Campaign**

- What does this purpose entail?  
We process your personal data in order to administer your participation in the Campaign.
- Which personal data do we process for this purpose?  
We may process any or all of the personal data provided by you during your registration and participation in the Campaign, such as your name, mobile telephone number and e-mail address.

### **3.5 Technical and functional management of the Website**

- What does this purpose entail?  
When you visit or use the Website, we process some technical information about you (such as your IP address) to provide you the functionalities of our online services and to manage them. With this technical information we are able to manage the Website, for example to resolve technical failures or to improve their reliability.
- Which personal data do we process for this purpose?  
We process technical data such as the IP address of your computer, tablet or smartphone, details of the pages you have visited on the Website, the web

browser you use to surf, previous/subsequent sites that you have visited and the length of your visit/session.

### **3.6 Preventing, detecting and investigating fraud**

- What does this purpose entail?

Shell may use the personal data you provide Shell to prevent, detect and investigate fraud and to enforce its Terms and Conditions.

### **4. Who has access to your data?**

Shell may disclose your personal data to any of the following:

- Authorized third party companies involved in the operation of the Campaign, such as any other company that is permitted to supply products and/or services to participants of the Campaign;
- Any agents, service providers and/or subcontractors of Shell and its affiliates;
- Any person to whom Shell proposes to transfer any of its rights and/or duties.

Except as set out in this Privacy Policy, we will not disclose or process any of your personal data without your permission unless we are legally entitled or contractually required to do so or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals. Only if Shell is required to do so by law, will your personal data be provided to supervisory agencies, fiscal authorities and investigative agencies.

If at any time you wish us to stop processing your personal data for any or all of the above purposes; please opt-out by contacting our Customer Service Center at 1-300-88-1808.

We will stop the use of your personal data for such purposes as soon as it is reasonably possible to do so.

### **5. For what period do we retain your personal data?**

Your personal data shall be processed as long as the legitimate business purposes set out above exists and for a reasonable time thereafter. We will also close your account (if applicable) as soon as reasonably possible upon the end of your commercial relationship with Shell. We will close or deactivate accounts that are used in violation of this Privacy Policy or applicable Terms and Conditions. Under certain circumstances we will retain personal data from closed or deactivated



accounts for longer, such circumstances being the prevention of fraud or to otherwise take actions permitted or required by law.

## **6. Which cookies does Shell use?**

The Website uses cookies or similar technology. A cookie is a small text file that is sent to your internet browser so that we are able to recognise your browser when you return. Shell and its authorised service providers may use small graphic images known as 'clear GIFs' that work in conjunction with cookies to identify you and your use of the Website and/or App. Shell and such service providers may also use other technologies to store information in your browser utilising local shared objects or local storage, such as HTML 5 cookies, flash cookies and other web application software methods.

Using these technologies we can collect data on the use of the Website such as which pages are visited, your interaction with information on the Website and the duration of your visit.

Functional cookies – Shell stores cookies that are essential in providing the functionalities of the Website and/or App. For instance, the cookies remember your preferences, such as language and region, which remain as your default settings when you revisit the Website and/or App. However, should you wish to do so, you can choose to reject or block the cookies set by Shell by changing your browser settings – see the Help function within your browser for further details.

Web analytics cookies – Shell may use third party cookies for web analysis. Such cookies allow Shell to analyse the usage of the Website and/or App. This relies on aggregated statistical data that Shell's authorised service providers provide Shell and allows Shell to understand the way you use the Website and/or App. Shell and such service providers may only provide such data to third parties if this is required by law.

Advertising cookies – Shell may use third party cookies for advertising purposes. Shell may use authorised service providers to serve advertising on the Website and/or App and other websites on the internet. Such service providers may place cookies on your browser, and may collect information that helps them identify your device, such as IP-address, or other unique or device identifiers.

Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies.

You can also visit [www.allaboutcookies.org](http://www.allaboutcookies.org) for details on how to delete or reject cookies and for further information on cookies generally. For information on the use of

cookies in mobile phone browsers and for details on how to reject or delete such cookies, please refer to your handset manual.

Note, however, that if you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly and you may no longer be able to use all the functionalities of the Website.

### **7. Special Notice – if you are under 18 years old?**

Shell does not intentionally collect personal data of persons under **18 years old**. If you are under **18 years old** please do not send us your personal data (for example, your name, address and email address). If you are less than **18 years old** and you wish to ask a question or use the Website in anyway which requires you to submit your personal data please get your parent or guardian to do so on your behalf.

### **8. How do we secure your personal data?**

We have implemented technology and policies with the objective of protecting your privacy from unauthorised access and improper use.

### **9. Who to address regarding questions and requests of access, removal etc.**

We aim to keep our data about you as accurate as possible. If you would like to review, change or delete the details you have supplied to us, please send your request by contacting our Customer Service Center at 1-300-88-1808.

### **10. Modifications and Conflict**

- a. This Privacy Policy may be changed over time. You are advised to regularly review the Privacy Policy for possible changes. In the event of conflict between the English version and the Bahasa Malaysia version of this notice, the English version shall prevail.