New to Shell & BonusLink Offer – Terms and Conditions

- The New to Shell & BonusLink Offer ("Campaign") will commence from 12:00AM on Monday, 22 July 2024 to 11:59PM on Tuesday, 31 December 2024, both dates and times inclusive ("Campaign Period") on the terms and conditions ("Terms and Conditions") herein.
- 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 person 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) Not an existing Member(s) of BonusLink or users(s) of the mobile application owned by BonusLink known as "**BLINK** App". The Eligible Members are required to download the **BLINK** App from Apple App Store, Google Play Store or Huawei AppGallery and complete the registration process.
 - b) Transacted a minimum of RM30.00 in a single receipt at any Shell Station by making payment at the cashier and/or payment terminal for the purchases of:
 - Shell FuelSave 95, Shell V-Power 97, Shell V-Power Racing, Shell FuelSave Diesel, Shell FuelSave Diesel E5 and/or Shell FuelSave Bio-diesel (collectively referred to as Shell Fuels"); and/or
 - ii. Shell Helix Motor oil and/or Shell Advance Motorcycle oil (collectively referred to as "**Shell Lubricants**") at Shell Stations; and/or
 - iii. Shell SELECT items except for tobacco products, epay services, Touch N Go, mobile reloads or top ups, and co-locator products. (collectively referred to as "Qualifying Purchases").
- 5. Eligible Members will be rewarded with 700 BonusLink Points upon successful transaction for the Qualifying Purchases at Shell and the Reward Points will be credited directly to the Member's BonusLink Account within seven (7) working days.
- 6. For the avoidance of doubt, BonusLink will track the spending of each Eligible Member through the amount of BonusLink Points issued. In the event of technical issues causing any error or delay in crediting the BonusLink Points to the Eligible Members, the transaction may not be included in the calculation of cumulative spend.
- Eligible Members will receive a notification from BonusLink with an offer to purchase one
 (1) Welcome to **BLINK** Shell RM10 Voucher at 30% rebate. The offer is only open to first

time **BLINK** App users. Eligible Members are required to utilize their 700 BonusLink Points to purchase the Shell RM10 Voucher.

- 8. The Welcome to **BLINK** Shell RM10 Voucher is limited on a first come, first served basis.
- The Welcome to *BLINK* Shell RM10 Voucher is valid for fourteen (14) days from the date of purchase. Any unutilized Voucher(s) after the validity period stated will be invalid. Expired Voucher(s) will not be extended, and Members are not entitled to any refund. Expired Voucher(s) will be placed in "My Wallet Expired".
- The Welcome to *BLINK* Shell RM10 Voucher is valid for Qualifying Purchases. Members can only utilize one (1) voucher per valid transaction for the purchase. In the event that the valid transaction value of the Qualifying Purchases is below the value of the Welcome to *BLINK* Shell RM10 Voucher, the remaining unutilised value will be deemed as forfeited and will not be returned to Members.
- 11. The Welcome to **BLINK** Shell RM10 Voucher is strictly non-assignable, non-transferable, non-exchangeable for cash in part or full, non-returnable and/or non-refundable.

General Terms and Conditions

- By participating in this Campaign, the Members expressly agree and consent to be legally bound by these Terms and Conditions including all decisions of BonusLink which will be deemed as final and binding on all Members and no correspondence will be entertained. BonusLink reserves the right to disqualify any Member that it knows is, or has reasonable grounds to believe is, ineligible to participate in this Campaign at BonusLink's sole and absolute discretion.
- 2. By participating in this Campaign, Members expressly agree and consent to BonusLink (and any third party authorized by BonusLink) to use Members' personal details 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 of Members' personal data including photographs, please notify BonusLink of the same immediately upon notification to claim any reward. Failure to provide consent will disqualify the Member from the Campaign. All personal data provided by Members in the Campaign will be updated unto Members' BonusLink accounts in **BLINK** App. Any personal data used by BonusLink will be in compliance with the Personal Data Protection Act 2010 as indicated in BonusLink's Personal Data Protection Policy accessible at the URL link:

https://www.bonuslink.com.my/EN/PrivacyNotice.aspx.

3. This Campaign strictly does not apply to EU residents.

- 4. BonusLink 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 of the BonusLink Points during Campaign.
- 5. 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 BonusLink Points are subject to availability and may be changed by BonusLink at any time without notice.
- 6. Each Member must use their BonusLink Points 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.
- 7. Upon any Member's cessation to be a Member of BonusLink, all then outstanding BonusLink Points at such point of time shall be automatically cancelled and forfeited.
- 8. These Terms and Conditions (as may be amended from time to time) shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional materials and/or advertisements 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.
- BonusLink reserves the right at its absolute discretion to vary, delete and/or add to any
 of these Terms and Conditions (wholly or in part) time to time in such manner as
 BonusLink deems appropriate without prior notice to any party including but not
 limited to the Members.
- 10. 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 of this Campaign shall not entitle any party 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.
- 11. 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.

- 12. 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.
- 13. 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.
- 14. All Members shall comply with all applicable laws when participating in this Campaign.
- 15. These Terms and Conditions are governed by and construed under the laws of Malaysia.
- 16. For more information on this Programme, 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 WhatsApp BonusLink's Member Services Centre at <u>03-7626</u> <u>1000</u> or e-mail <u>generalpublicenquiries-my@shell.com</u> / <u>MemberServices@bonuslink.com.my</u>