

TERMS & CONDITIONS OF BOOST X SHELL CASHBACK CAMPAIGN (“Campaign”)

This Campaign is held by Axiata Digital eCode Sdn. Bhd. (Company No. 1214970-T) (“eCode”). By participating in the Campaign, Customer (as hereinafter defined) hereby agree to be bound by these terms and conditions which shall form an integral part of and to be read together with Boost Terms and Conditions offered and relevant to the customer in respect to this Campaign.

In the event of a conflict or inconsistency between these terms and conditions and Boost terms and conditions of Boost, such inconsistency shall be resolved by giving precedence in the following decreasing order (i) these terms and conditions and (ii) Boost terms and conditions.

Duration of Campaign

This Campaign shall commence from 14 May 2019 until 30 June 2019 (“Campaign Period”). Any extension thereof shall be at the sole discretion of eCode.

Eligibility

This Campaign shall be applicable to Boost users (“Customers”).

Campaign Mechanics

1. Customers must spend a minimum of RM40 via the Boost app in a single transaction (“Transaction”) at participate Shell outlets to get RM5 cashback (“Cashback”).
2. Limited to the first 105,000 cashbacks.
3. Eligible Customers may only receive a maximum of two (2) Cashback during the Campaign Period.
4. The Cashback will be given via the Boost app within 3 workings day.

General Terms and Conditions

1. ECode reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of this Campaign without prior notice to the Customer and Customer shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.
2. ECode’s decisions in any matter in relation to the Campaign shall be final and conclusive.
3. ECode shall not be liable for any claim by Customer or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with this Campaign.
4. ECode shall not be liable for loss or damage to property or any personal injury or loss of life resulting from or in connection with this Campaign.
5. Customer acknowledges and agrees that ECode reserves the rights to disqualify Customer’s participation of the Campaign or clawback any Cashback given to the Customer if (i) the Customer is found or suspected of tampering with the Campaign mechanics or the operation of the Campaign; (ii) the Customer is found or suspected of undertaking fraudulent activities or other activities harmful to the Campaign; or (iii) the Customer is in breach of its obligations or any terms and conditions of this Campaign. Notwithstanding the above, eCode reserves the right to reject

any participation or the Customers at its sole and absolute discretion without assigning any reasons whatsoever

6. ECode does not take any responsibility in the event Customer is prevented from participating in the Campaign, as a result of certain technical restrictions or other limitations specific or force majeure which including but not limited to regulatory and/or government directive, act of God etc.
7. Ecode disclaims any liability arising from the products or services purchased by the Customer from third party merchants.
8. All photographs, personal information and names submitted in the Campaign, service marks, trade names, trademarks shall be the property of ECode.
9. By participating this Campaign, Customer has agreed to allow ECode, at its absolute discretion, to use Customer's name, photographs, voice or video recordings and entries for publicity, advertising, trade or Campaign purposes in any media, without first obtaining any further consent nor making any payment whatsoever to the Customer.
10. Except as expressly mentioned herein, ECode shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this Campaign.
11. The content for the Campaign may be provided by a third party. ECode does not filter or edit such content. Customer acknowledges that ECode is under no obligation to censor the content or information provided. ECode disclaims all liability in relation to the content provided.
12. In the event any of the provision in these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
13. No delay or indulgence by ECode in enforcing any terms or conditions herein shall constitute waiver by ECode of Customer's breach of these terms and conditions.

END OF TERMS AND CONDITIONS