

## TERMS AND CONDITIONS – MENANG BMW X3 CONTEST

1. The 'Menang BMW X3' contest ("**Contest**") will commence from 12:00:00 AM on Monday, 23 September 2019 to 11:59:59 PM on Sunday, 24 November 2019, both dates and times inclusive ("**Contest Period**").
2. This Contest is jointly organised by Shell Malaysia Trading Sdn Bhd, Shell Timur Sdn Bhd ("**Shell**"), and BonusKad Loyalty Sdn Bhd ("**BonusLink**") and is open to all BonusLink Primary and Supplementary Members who are residing in Malaysia and are above 18 years of age ("**Eligible Participants**"), except residents of the EU, employees of BonusLink, media and advertising/promotion agencies engaged by BonusLink, and the immediate family members of the said employees. Immediate family members shall mean father, mother, brother, sister, spouse and/or child.
3. BonusLink reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for this Contest as a result of this rule.
4. This Contest is applicable to all Shell retail stations in Malaysia ("**Shell Stations**").
5. To participate in this Contest, Eligible Participants must fulfill the following requirements (collectively, referred to as the "**Pre-requisites**"):
  - a) Swipe a valid BonusLink Card prior to making payment at the cashier and/or payment terminal at Shell Stations; and
  - b) purchase any of the following products up to the minimum required spend amount of Ringgit Malaysia Forty only (RM40.00) ("**Qualifying Purchases**"):
    - i. Shell fuels, namely Shell FuelSave 95, Shell FuelSave Diesel, Shell FuelSave Diesel Euro 5, Shell V-Power 97, and/or Shell V-Power Racing;
    - ii. any of the following Shell Lubricants (Shell Helix, Shell Advance and/or Shell Rimula); or
    - iii. any products sold within Shell SELECT premises at Shell Stations except tobacco products, E-Pay products (U-Mobile, Hotlink, Digi, Celcom etc.) and/or Touch 'N Go purchases.

Important Note: (1) All products purchased at drive-through outlets, co-locators, and lube-bays located at Shell Stations, and/or BonusLink promotions including transactions with short term Partners and social media contests are not Qualifying Purchases for the purposes of this Contest. (2) Qualifying Purchases paid via the redemption of BonusLink Points are allowed.
6. Eligible Participants are not required to fill-up any Contest forms. Each time an Eligible Participant fulfils the Pre-requisites during the Contest Period, it is deemed that they have submitted valid entries to participate in the Contest ("**Valid Entries**"), the quantity of which is determined as follows:
  - a) A pre-determined electronic system will accumulate the total value of all Qualifying Purchases on the same day that the Pre-requisites were met ("**Qualifying Purchase Value**").
  - b) Then, the Qualifying Purchase Value is divided by Ringgit Malaysia Forty (RM40.00) and rounded down to the closest whole number to determine the number of Valid Entries submitted by the Eligible Participant on that given day, in accordance with the following:
    - i. For every Ringgit Malaysia Forty (RM40.00) in Qualifying Purchase Value, the Eligible Participant will receive one (1) Valid Entry. For example, if the Qualifying Purchase Value

is Ringgit Malaysia One Hundred (RM100.00), the Eligible Participant will receive two (2) Valid Entries; or

- ii. For every Ringgit Malaysia Forty (RM40.00) in Qualifying Purchase Value that is paid for with an AmBank BonusLink Visa Card, the Eligible Participant will receive two (2) Valid Entries. For example, if the Qualifying Purchase Value that is paid for with an AmBank BonusLink Visa Card is Ringgit Malaysia One Hundred (RM100.00), the Eligible Participant will receive four (4) Valid Entries.
7. If the BonusLink Card is not swiped, or no virtual card swipe is made at the time of purchase or transaction, there will be no entry/entries recorded to participate in the Contest. BonusLink reserves the right to disqualify any entries recorded for the Contest.
  8. In participating in this Contest, the Eligible Participant expressly agrees and consents to:
    - (a) be bound by the Terms and Conditions herein, including the decisions of BonusLink and its partners concerning this Contest;
    - (b) BonusLink and/or Shell, their Merchant Partners, and its agencies to process and disclose to any third party, the required personal data of the Eligible Participants for any and all purposes relating to this Contest;
    - (c) the use, reproduction and distribution of the Eligible Participant's photograph, image or likeness by BonusLink and/or Shell, their Merchant Partners, and agencies without compensation for any purpose which it deems fit in the conduct of its business, including without limitation the promotion, marketing, advertisement or publication of the Eligible Participant's image or likeness in relation to this Contest;
    - (d) in the event the Eligible Participant is deemed a Winner in accordance with this Terms & Conditions, allowing BonusLink and/or Shell, and their Merchant Partners to publish their names and BonusLink Card number on respective websites, media channels and at Shell Stations; and
    - (e) indemnify and hold harmless BonusLink, Shell, and/or their Merchant Partners from any injury, loss, claim, or damage suffered as a result of participating in this Contest, and/or use of and/or delivery of the Prize.

## **WINNER SELECTION**

9. Shortlisted winners are selected from a pool of Valid Entries via a winner's selection software ("**Shortlisted Winners**"), and BonusLink will contact the Shortlisted Winner who is the registered owner of the BonusLink Card with the Valid Entry.
10. The Shortlisted Winner will be contacted by BonusLink via phone call ("**Phone Call**"). Should the first attempt to contact the Shortlisted Winner via Phone Call fail, i.e. no answer, telephone number not in service, no connection etc., BonusLink will attempt to contact the Shortlisted Winner again at least two (2) more times on the same/next day from the first call attempt was made. Where such further attempts to contact the Shortlisted Winner are unsuccessful, BonusLink reserves the right to select another Shortlisted Winner through a Phone Call, in place of the original Shortlisted Winner who could not be contacted, and the same process will be repeated until a new Shortlisted Winner is determined.
11. Once the Shortlisted Winner receives a Phone Call and the required identity verification is completed, the Shortlisted Winner will be required to answer BonusLink related questions correctly before they

are eligible to receive the Prize (“**Winner**”). If the answer(s) to the question(s) is incorrect, he/she will be disqualified from the Contest and another Winner will be selected.

12. For the avoidance of doubt, whilst both Primary and Supplementary BonusLink Members can submit as many Valid Entries as they wish during the Contest Period, each Eligible Participant is only entitled to be a Winner only once throughout the Contest Period.

## PRIZES

13. There will be three hundred and three (303) Winners throughout the Contest Period, as follows:

- a) Three (3) Winners will receive one (1) unit of BMW X3 xDrive30i Luxury (“**Grand Prize**”); and
- b) Three Hundred (300) Winners will receive Shell vouchers worth Ringgit Malaysia Three Hundred (RM300) each, awarded in the form of thirty thousand (30,000) BonusLink Points (“**Consolation Prize**”) and will be credited to the Winner’s BonusLink account within two (2) weeks after notification of win. If Winners of the Consolation Prize utilise their BonusLink Card at another BonusLink Partner during the Contest Period to collect a minimum of one (1) BonusLink Point (“**Partner Swipes**”), they will receive an extra thirty thousand (30,000) BonusLink Points in addition to the Consolation Prize.

Important Note: Partner Swipes includes physical or virtual BonusLink Card swipes made at BonusLink Partners as listed on [www.bonuslink.com.my](http://www.bonuslink.com.my), as well as transactions made with online and/or virtual BonusLink Partners such as AmBank, Public Bank, Agoda.com, eforex.com, eremit.com, and e-pay.

14. The Grand Prize and Consolation Prizes (“**Contest Prizes**”) are provided by BonusLink on an “As-Is” basis and is not transferable to third parties. In the event of unavailability of the Contest Prizes or any of its component(s), BonusLink reserves the right to substitute the Contest Prize or any of its components thereof with any other item of similar value at any time without prior notice. The Contest Prize is not exchangeable for cash, credit or kind (whether in full or part).

15. Winners’ selection and announcement of Contest Prizes will be conducted in accordance with the following schedule:

Phase	Date of Valid Entries	Shortlisted Winners selection date	Grand Prize Winner’s announcement date	Number of Winners and Contest Prizes
Phase 1	Monday, 23 September 2019 to Sunday, 6 October 2019	Tuesday, 8 October 2019	Tuesday, 15 October 2019	1 Grand Prize Winner 100 Consolation Prize Winners
Phase 2	Monday, 7 October 2019 to Thursday, 31 October 2019	Tuesday, 5 November 2019	Wednesday, 13 November 2019	1 Grand Prize Winner 100 Consolation Prize Winners
Phase 3	Friday, 1 November 2019 to Sunday, 24 November 2019	Friday, 29 November 2019	Friday, 6 December 2019	1 Grand Prize Winner 100 Consolation Prize Winners

16. Winners’ announcements will be posted in BonusLink’s Facebook page; and/or Website: [www.bonuslink.com.my](http://www.bonuslink.com.my) and Shell’s Website: [www.shell.com.my/menangbmw](http://www.shell.com.my/menangbmw)

17. Winners of the Grand Prize will be required to collect the Grand Prize in person at a venue determined by BonusLink. All cost and expenses to the collection of prizes and attending the prize giving ceremony are to be borne by the winners. Details of the prize giving ceremony will be provided during notification of win and official communication by BonusLink. If the Winners of the Grand Prize are unable to attend the prize giving ceremony, BonusLink reserves the right to forfeit the prizes and select another Winner of the Grand Prize.

## **RIGHTS OF BONUSLINK AND SHELL**

### **(i) For BONUSLINK**

18. All of BonusLink's decision on all matters including but not limited to the eligibility of the Contest participants, Contest mechanics and/or Contest Prizes for this Contest or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
19. BonusLink reserves the right to cancel, terminate or suspend this Contest with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by BonusLink of this Contest shall not entitle any party to any claim or compensation against BonusLink and/or 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.
20. 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 or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Contest, even if BonusLink has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
21. All Winners 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 Contest, including but not limited to, cost of vehicle registration, insurance, and road tax.

### **(ii) For SHELL**

22. In no event will Shell be liable for any loss or damages including without limitations, 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 Contest, even if Shell has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

## **GENERAL TERMS**

23. BonusLink and Shell reserve the right at its absolute discretion to jointly amend, delete, or add to any of these Terms and Conditions from time to time without prior notice, with the exception of Clauses 9 to 21, both Clauses included ("**Winner Selection Criteria**") as determined by BonusLink.

24. BonusLink solely reserves the right at its absolute discretion to amend, delete, or add to the Winner Selection Criteria from time to time without prior notice.
25. 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 promotional materials or advertisements in relation to this Contest.
26. 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.
27. For more information, visit [www.bonuslink.com.my](http://www.bonuslink.com.my), [www.shell.com.my/menangbmw](http://www.shell.com.my/menangbmw), or contact BonusLink's Member Services Centre at +603-7626-1000.