

TERMS AND CONDITIONS FOR BONUSLINK MINIFIESTA CONTEST

1. The 'BonusLink MINIFiesta' contest ("**Contest**") will commence from 1 July 2018 to 31 August 2018, both dates inclusive ("**Contest Period**").
2. This Contest is organised by 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 employees of BonusKad Loyalty Sdn Bhd ("**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, as listed on www.shell.com.my/menangMINI ("**Shell Stations**").
5. Eligible Participants will qualify for this Contest at Shell Stations upon the fulfillment of the following (collectively, referred to as the "**Pre-requisites**"):
 - (a) **Physical Card Swipes**
Contest is applicable to all physical card swipes made at Shell during the Contest Period. Points collected at Shell will be considered as valid entries.
 - (b) **Redemption**
Every redemption made by Members at Shell during the Contest Period will be entitled to one (1) Contest entry.
6. Each time an Eligible Participant fulfils the Pre-requisites during the Contest Period, it is deemed that they have submitted one (1) valid entry ("**Valid Entry**"). For the avoidance of doubt, both Primary and Supplementary BonusLink Members can submit Valid Entries, and there is no limit to the number of Valid Entries that an Eligible Participant can submit.
7. Members are not required to fill-up any Contest forms. Entries will be automatically recorded via a pre-determined electronic system as soon as the fulfilling criteria is made.
8. If the BonusLink Card is not swiped 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.
9. Extra Points obtained from all other BonusLink promotions and BonusLink merchant partners ("**Merchant Partners**") promotion including that of short term or promotional partners will not be included.
10. In participating in this Contest, the Eligible Participant expressly agrees and consents to:
 - (c) be bound by the Terms and Conditions herein, including the decisions of BonusLink and Merchant Partners concerning this Contest;
 - (d) BonusLink, Merchant Partners and its agencies to process and disclose to any third party, all personal data of the Eligible Participants for any and all purposes relating to this Contest;

- (e) the use, reproduction and distribution of the Eligible Participant's photograph, image or likeness by BonusLink, 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;
- (f) in the event the Eligible Participant is deemed a Winner in accordance to this Terms & Conditions, allowing Bonuslink and Merchant Partners to publish their names and BonusLink card number on respective websites, media channels and at Shell Stations; and
- (g) hold harmless and indemnify BonusLink and Merchant Partners from any loss or damage suffered during delivery of the Prize (as defined in Clause 15 below).

WINNER SELECTION

11. Winners selection and announcement will based on the following schedule:

Transaction date	Winners Selection	Winners Announcement
1 to 15 July	18-Jul	31-Jul
16 to 31 July	10-Aug	20-Sep
1 Aug to 15 Aug	18-Aug	20-Sep
16 to 31Aug	10-Sep	20-Sep

- 12. For the avoidance of doubt, Shortlisted Winners are selected from a pool of valid entries via a Winner's Selection Software, and BonusLink will contact the Shortlisted Winner who is the registered owner of the BonusLink Card with the valid entry.
- 13. 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.
- 14. 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.
- 15. For the avoidance of doubt, each Eligible Participant is only entitled to be a Winner only once throughout the Contest Period.
- 16. Winners' announcements will be posted in BonusLink's Facebook page; and/or Website: www.bonuslink.com.my and/or Shell's Website: www.shell.com.my/menangMINI .

17. The decision of BonusLink in respect of all aspects of this Contest (including the determination of the Winners) is final, conclusive and binding on all participants of this Contest. No correspondence or appeal will be entertained.

PRIZE & PAYMENT

18. BonusLink will select a total of 404 Winners throughout the Contest Period. The winning prizes by month are:

1 - 31 July 2018		1 - 31 August 2018	
MINI COOPER S	X 2 winners	MINI COOPER S	X 2 winners
RM 500 Shell Fuel Vouchers + 500 BonusLink Points	X 200 winners	RM 500 Shell Fuel Vouchers + 500 BonusLink Points	X 200 winners

19. MINI COOPER S Winners will be required to collect their 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. Contest Prize Winners who are unable to attend the prize giving ceremony will have their prizes forfeited and another Winner will be selected.

20. The Prize obtained by the Winners cannot be transferable to anyone else and is not exchangeable (whether in full or part) for any other items.

21. 400 winners will receive Ringgit Malaysia Five Hundred (RM500) Shell Fuel Vouchers and Five Hundred (500) BonusLink Points each. The Prize will be awarded to winners in the form of BonusLink Points and will be credited to winners within 2 weeks after notification of win.

22. Whilst Eligible Participants can submit as many valid entries as they wish within the Contest Period, they will only be entitled to a chance to be the Winner once.

23. Should the Winners have any queries relating to the Prize, they may contact BonusLink's Member Services Centre at +603-7626-1000.

(D) RIGHTS OF BONUSLINK

24. In the event of unavailability of the Prize or any of its component(s) or a change of circumstances, BonusLink reserve the right to substitute the Prize or any of its components thereof with any other item of similar value at any time without prior notice.

25. BonusLink and Merchant Partners reserve the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without prior notice or to terminate this Contest at any time without notice or liability.

26. These Terms and Conditions shall prevail over any provisions or representations contained in any other promotional material or advertising of this Contest.

27. All decisions made by BonusLink on all matters relating to this Contest is final and binding and no correspondence will be entertained.
28. BonusLink reserve the right to cancel, terminate or suspend this Contest with or without any prior notice.
29. For the avoidance of doubt, cancellation, termination or suspension by BonusLink of this Contest shall not entitle the Member to any claim or compensation against BonusLink for any and all losses or damages suffered or incurred by the Member or the prize Winner as a direct or indirect result of such act of cancellation, termination or suspension.
30. BonusLink will not assume any liability in case of any injury, damage or claim resulting from taking part in the Contest and/or use and/or redemption of their prizes.
31. In no event will BonusLink will 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 have been advised of the possibility of such damages in advance, and all such damages are expressly excluded. These Terms and Conditions shall not affect your statutory rights.
32. By entering the Contest, you agree and consent for BonusLink (and any third party authorised by BonusLink) to use your personal details including your name and photograph for publicity purposes, and for the purposes of the Contest. In the event that you do not consent to the use of your personal details including photograph in the manner described herein, please notify BonusLink of the same immediately upon notification of your win. Failure to provide consent will render your entry disqualified. Any personal data used by BonusLink will be in accordance with the Personal Data Protection Act 2010 as indicated in BonusLink's Membership Terms and Conditions.
33. If you have any queries, please call the BonusLink's Member Services Centre at +603-7626-1000.