Power Up Rewards Programme Terms and Conditions

To simplify this document for you, the following definitions will apply:

Definitions:

("Programme") - Power Up Rewards Programme

("**Shell**") - by Shell Malaysia Trading Sdn. Bhd. (Company no. 196501000279 (6087-M)), Shell Timur Sdn. Bhd. (Company no. 198401000783 (113304-H)), owner, co-owner, operator, cooperator of the Power Up Rewards Programme

("**BonusLink**") - BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)), owner, co-owner, operator, co-operator of the Power Up Rewards Programme

("**Power Up Rewards Programme**") - the loyalty and rewards programme owned, operated and administered by Shell and BonusLink which now comes with the revamped features and benefits of tiered membership

("**Member**"), ("**Membership**") - the loyalty membership that you obtain when you join the Power Up Rewards Programme

("**Standard Points**") – loyalty and/or reward points awarded at the point of Qualifying Purchases at Shell Stations

(**"Bonus Points"**) – loyalty and/or reward points awarded on top of Standard Points at the point of Qualifying Purchases at Shell Stations

(**"Tier Points"**) – loyalty and/or reward points awarded that may be accumulated towards Member's tier progression.

("**Qualifying Period**") – the membership reset cycle that happens every two (2) months within the Power Up Rewards Programme

("**BLINK App"**) – BonusLink App

("collectively, **Shell Fuels**") - Shell FuelSave 95, Diesel, Diesel Euro 5, Shell V-Power 97, and/or Shell V-Power Racing

("collectively, Shell Lubricants") - Shell Helix Motor oil and/or Shell Advance Motorcycle oil

- The 'Power Up Rewards Programme' ("Programme") will commence from 12:00AM on Friday, 1 November 2024, date and time inclusive, which can be changed by Shell and BonusLink without prior notice ("Programme Period").
- This Programme is jointly organised by Shell Malaysia Trading Sdn. Bhd. (Company no. 196501000279 (6087-M)), Shell Timur Sdn. Bhd. (Company no. 198401000783 (113304-H)) ("Shell"), and BonusKad Loyalty Sdn. Bhd. (Company no. 199701022703 (438200-T)) ("BonusLink"). This Programme is open to all Malaysians including Members of BonusLink who are residing in Malaysia and are above eighteen (18) years of age. ("Eligible Participants"). This Programme does not apply to any EU citizen nor any corporate / business account owner.
- 3. BonusLink and Shell reserve the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for this Programme as a result of the terms and conditions ("**Terms and Conditions**") herein.
- 4. For details on Membership sign up, visit: https://www.shell.com.my/motorists/loyalty-and-payment/poweruprewards.html
- 5. <u>Pre-requisites</u>
 - a) To be eligible for the rewards under this Programme, Eligible Participants must fulfill the following requirements (collectively, referred to as the "**Pre-requisites**") during the Programme Period"
 - i. Make purchases of the following ("Qualifying Purchases") -
 - Shell FuelSave 95, Shell V-Power 97, Shell V-Power Racing, Shell FuelSave Diesel, or Shell FuelSave Diesel Euro 5 (collectively, "**Shell Fuels**"); and/or
 - Shell Helix or Shell Advance lubricants products (collectively, "Shell Lubricants"); and/or
 - Any Shell Select items ("Shell Select Item") (save and except for tobacco products, electronic payment (e-pay) services, Touch 'n Go or other ewallet top-ups and co-locator.

AND

- ii. Swipe a valid BonusLink physical card or flash a valid BonusLink virtual card via BLINK App ("BLINK") or scan BonusLink QR code on the Shell App at the point of making the abovesaid Qualifying Purchase.
- b) Only registered BonusLink card individual member/ **BLINK** with updated BonusLink user profile shall be entitled to participate in this Programme. Any Qualifying

Purchases made prior to the registration as BonusLink card individual member/**BLINK** member shall not be taken account as valid fulfillment of the Pre-requisites.

- c) This Programme is NOT open for BonusLink corporate/business account members. No Qualifying Purchases made through BonusLink corporate/business account shall be taken account as valid fulfillment of the Pre-requisites.
- 6. <u>Rewards</u>

Under this Programme, for every one (1) litre of Shell Fuels purchased, or every Ringgit Malaysia One (RM1.00) spent on any Shell Lubricants or Shell Select Item, the Eligible Participant will:

- a) earn one (1) BonusLink Point, according to the BonusLink Points structure detailed on <u>www.shell.com.my/BonusLink</u> ("**Standard Point**"); and
- b) Earn additional BonusLink Points based on the reward structure as follows ("Bonus Point"):

Within every Qualifying Period:	Member	Silver	Gold	Platinum
Every 1 litre of Shell Fuels*	1X Point	1.5X Points	2X Points	3X Points
Every 1 litre of Shell V-Power	5X Points**			
Racing				
Every RM1 spend at Shell Select	5X Points			
upon cumulative spend of RM30				
Shell Café Voucher on BLINK App and/or Shell App***	Valid for the purchase of Hot/Iced Americano/Latte at RM5.00			
	1 voucher redeemable with 1 Point on BLINK App			
	1 voucher redeemable with 1 Point on Shell App			
* Except for Shell V-Power Racing fuel				
** Bonus Points eligible for tier level up progression				

*** Each Member may utilise up to two (2) vouchers per Qualifying Period only

7. During each Qualifying Period, Eligible Participants can earn Power Up Rewards Programme Tier Points ("Tier Points"), which may include Standard Points and Bonus Points earned during each Qualifying Period. Based on the Tier Points accumulated, the Eligible Participants will be placed within a tier ("Membership Tier") as follow and can enjoy the rewards allocated for that specific Membership Tier:-

Membership Tiers	Tier Points accumulated in each Qualifying Period	
Member	0 – 100 Tier Points	
Silver	101- 400 Tier Points	
Gold	401- 1,000 Tier Points	
Platinum	1,001 Tier Points and above	

Example: Eligible Participant who earns one hundred one (101) Tier Points within the Qualifying Period will be automatically upgraded from Member Tier to Silver Tier.

- 8. Under the Programme, Eligible Participant is allowed to collect up to a total of two thousand five hundred (2,500) Bonus Points per Qualifying Period.
- Under the Power Up Rewards Programme, a Member's Tier is determined by the Tier Points accumulated in accordance with Paragraph 7 above within the Qualifying Period.
 Members can be promoted or demoted based on their Tier Points within the Qualifying Period.
 - (a) Progression example: A Silver Member who earns four hundred and one (401)
 Standard Points in the current Qualifying Period will be automatically upgraded to Gold Tier.
 - (b) Demotion example: A Gold Member who earns three hundred (300) Standard Points (below the Qualifying Factor) in the Qualifying Period will be automatically demoted to Silver Tier in the next Qualifying Period.
- 10. Membership Tier changes will be reflected in the **BLINK** App and/or Shell App by the first day of the subsequent Qualifying Period.
- 11. For the avoidance of doubt, once a Member accumulates sufficient Tier Points, they can immediately enjoy the rewards of that Tier.
- 12. For the avoidance of doubt, voucher rewards can be redeemed through the **BLINK** App or Shell App. Once redeemed, vouchers can be used at participating selected Shell Café outlets, save and except for Taylor's University Lakeside Campus, Wisma Shell Cyberjaya, Menara Shell, Abdullah Hukum LRT, and One Shell Square Miri (OSSM).
- 13. In the event that any BonusLink Points awarded consists of a fraction of one (1) BonusLink Point, the number of Points earned by the Member will be rounded down to the nearest

whole number, and this whole number will be used to calculate the total Points awarded. For example, a Member who is in the Silver Tier who purchases fifteen (15) litres of Shell FuelSave 95 will enjoy fifteen (15) Standard Points and seven (7) Bonus Points which will be accumulated as twenty-two (22) Points.

- 14. For the avoidance of doubt, any Member who is not registered via the **BLINK** App or Shell App will not be eligible to the Tier rewards under the Power Up Rewards Programme.
- 15. The total BonusLink Points collected are valid for Tier progressions until the end of each Qualifying Period. At 12:00AM on the first day of the subsequent Qualifying Period, the Tiers and Membership rewards will be reset and refreshed automatically for all Eligible Participants.
- 16. For the avoidance of doubt, the reset of the total Tier Points at the end of each Qualifying Period will not affect the total BonusLink Points collected by the Eligible Participant beyond the Qualifying Period. Any BonusLink Points redeemed will be deducted from the total BonusLink Points balance in the Eligible Participant's BonusLink account. However, redeemed BonusLink Points will not impact Membership Tier movement.
- 17. This Programme is not open to Members who are participating in other corporate programmes.
- 18. By participating in this Programme, the Eligible Participant expressly agrees and consents to:
 - (a) be bound by the Terms and Conditions herein, including the decisions of Shell and its partners, including but not limited to BonusLink, concerning this Programme;
 - (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 Programme. Any personal data used by BonusLink will be in accordance with the Personal Data Protection Act 2010 as indicated in BonusLink's Personal Data Protection Policy on <u>https://www.bonuslink.com.my/EN/PrivacyNotice.aspx</u> and as for Shell, such personal data provided pursuant to this Programme shall be used in accordance with Shell's Privacy Policy on <u>www.shell.com.my/privacy</u> which form an integral part of these Terms and Conditions.

RIGHTS OF SHELL AND BONUSLINK

- 19. All of Shell's and BonusLink's decision on all matters including but not limited to the eligibility of the participants, mechanics and/or rewards for this Programme or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.
- 20. Shell and BonusLink reserve the right to cancel, terminate or suspend this Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Shell or BonusLink of this Programme shall not entitle any party to any claim or compensation against Shell and/or BonusLink 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.
- 21. In no event will Shell and/or 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 Programme, even if Shell and BonusLink have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

GENERAL TERMS

- 22. Shell and BonusLink 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.
- 23. 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 Programme.
- 24. 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.
- 25. In the event that:
 - a) BonusLink and Shell determine that any transaction may be suspicious, illegal, involves any criminal activities or involves any reward that has been earned through dishonesty or fraudulent means;
 - b) BonusLink and Shell determine that a Member has abused any of the Programme benefits and/or privileges, has failed to comply with any of these Terms and Conditions set out hereinabove, or has made any misrepresentation to BonusLink and Shell;

- c) Any reward is no longer made available; and/or
- d) The BonusLink Point has been issued to a Member in error or expired;

BonusLink and Shell may at its sole discretion without any prior notice disqualify any Member and/or cancel the reward or take any other actions as it deems fit.

- 26. BonusLink is not 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 or the BonusLink's vendor for any other reason(s) whatsoever resulting in any delay during Programme Period.
- 27. The invalidity, illegality or unenforceability of any of these Terms and Conditions shall not affect or impair the continuation in force of the remainder of these Terms and Conditions of this Programme.

For more information on this Programme, visit <u>https://www.shell.com.my/motorists/loyalty-</u> <u>andpayment/myshellrewards.html</u> or <u>www.bonuslink.com.my</u> or contact Shell's Customer Service Hotline Centre at 1300 88 1808 or <u>WhatsApp</u> BonusLink's Member Interaction Centre or e-mail <u>generalpublicenquiries-my@shell.com / MemberServices@bonuslink.com.my</u>