

## "Panda Bonus with Shell" Terms and Conditions

1. The Panda Bonus with Shell ("**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 Foodpanda Malaysia Sdn Bhd (Company No: 989567-W) ("**Foodpanda**").
2. This Programme will commence from 1 March 2020 to 31 March 2022, both core dates are inclusive ("**Programme Period**"), which can be extended by Shell without prior notice.
3. This Programme is open only to all Foodpanda Rider Partners who are registered BonusLink Members in Malaysia ("**Customers**") at participating Shell retail stations in Malaysia ("**Shell Stations**"). For avoidance of doubt, Foodpanda Rider Partners refers to drivers or riders who join Foodpanda delivery platform with their vehicles and have agreed to perform the deliveries that are booked by Foodpanda users through the Foodpanda app.
4. This Programme is applicable for any type of Shell fuels purchase (i.e. Shell FuelSave95, Shell FuelSave Diesel Euro2, Shell FuelSave Diesel Euro5, Shell V-Power 97, Shell V-Power Racing) at the Shell Stations in Malaysia ("**Qualifying Purchase**").
5. Customers will be entitled to additional BonusLink points ("**Reward**") for all Shell fuel purchases at the Shell Stations during the Programme Period as follows:

Type of Fuels	Reward
Shell FuelSave 95, Shell V-Power 97	Additional 1 BonusLink Points per Litre
Shell V-Power Racing	Additional 4 BonusLink Points per Litre

6. For the avoidance of doubt, customers will not be entitled to the Reward if they have made any lubricants, Select or Kedai purchases at the Shell Stations. The current point structure for lubricants purchases remains the same, i.e RM1 = 1 BonusLink point.
7. Customers are required to swipe their BonusLink card to be eligible for the Reward.
8. Customers are required to register their BonusLink card details at Foodpanda Rider Portal to participate in the Programme. For the avoidance of doubt, the Reward is only applicable to the Qualifying Purchase made after their participation in the Programme.
9. The Reward will be transferred to the Customers on a monthly basis, within fourteen (14) working days after the end of every month.
10. The following terms and conditions apply to the Reward:
  - a) The Reward is provided on an "As Is" basis and is not transferable to third parties.
  - b) The Reward is not exchangeable for cash, credit or kind.
  - c) Shell and Foodpanda reserve the right to substitute the Reward without prior notice.

## General Provisions

11. Shell and Foodpanda reserve the right at its absolute discretion to vary, delete, substitute or add to any of these Terms and Conditions without any prior notice.
12. These Terms and Conditions, as may be amended from time to time pursuant to Clause 11 and above, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Programme.
13. All decisions made by Shell and Foodpanda in respect to this Programme or in the event of any dispute are final.
14. Shell and Foodpanda reserve the right to cancel, terminate or suspend this Programme with or without prior notice. In the avoidance of doubt, cancellation, termination or suspension by Shell of this Programme shall not entitle Customers to any claim or compensation against Shell for any losses or damage suffered or incurred by Customers as a direct or indirect result of the act of cancellation, termination or suspension.
15. In no event will Shell, Foodpanda and their Affiliates 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 Programme, even if Shell has been advised of the possibility of such damages are expressly excluded.
16. For the purpose of this Terms and Conditions, "**Affiliate**" means a company which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Shell. Relevant to this, "control" means the direct or indirect ownership of an aggregate fifty percent (50%) or more of voting capital.
17. For any enquiries, please call Shell Customer Service Centre at 1-300-88-1808 (Email: [generalpublicenquiries-my@shell.com](mailto:generalpublicenquiries-my@shell.com)) or contact Foodpanda via [www.pandariders.my](http://www.pandariders.my) or create a ticket under Rider Support in your Roadrunner app.