# TERMS & CONDITIONS OF CALTEX REWARDS CSR INCENTIVE CAMPAIGN (UPDATED 04 OCTOBER 2023)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BEFORE ENTERING THIS CAMPAIGN. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CHEVRON MALAYSIA LIMITED ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CAMPAIGN. BY ENTERING THIS CAMPAIGN, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY. THESE TERMS AND CONDITIONS.

## 1. Organiser

1.1. The Caltex Rewards CSR Incentive Campaign ("Campaign") is organised by Chevron Malaysia Limited ("Chevron" or the "Organiser") via the Project Coordinator - IINFIN SME Sdn Bhd ("IINFIN").

## 2. Eligibility

- 2.1. General Eligibility Requirements
  - 2.1.1. All Caltex Rewards member registration must be made between 1 Aug 2023 and 31 Dec 2023 ("Campaign Period");
  - 2.1.2. All Caltex Stations that are officially registered as a Caltex Retail Partner during the duration of the Campaign in Malaysia;
  - 2.1.3. Only Caltex Rewards registrations acquired using either one of the respective station's unique QR Code leading to the Caltex Malaysia website OR CaltexGO app on Apple App Store and Google Play Store are counted for this campaign:
  - 2.1.4. All Caltex Rewards members registered must be a newly registered member acquired from the Caltex Malaysia website OR the CaltexGO application during the Campaign period;
  - 2.1.5. All Caltex Stations must achieve the BASE Targets set by Chevron in Clause 3.4 before being eligible for any Campaign Prizes. (collectively as "Eligible Station")

## 2.2. Not eligible

- 2.2.1. The following organisations and individuals are not eligible for participation in the Campaign:
  - 2.2.1.1. All other organisations that are not officially registered as a Caltex Retail Partner in Malaysia.
  - 2.2.1.2. Supporting organisations such as Branded Marketers.
  - 2.2.1.3. Caltex Stations / Caltex Retail Partners that have left the Caltex Malaysia network during or after the Campaign Period.

## 3. Campaign Details

- 3.1. All Eligible Stations and their staff will encourage customers to scan either one of their Station's unique Caltex Rewards QR Code where they are required to register for Caltex Rewards membership at the Caltex Malaysia website OR via the CaltexGO application. Customers will need to register as new Caltex Rewards members ("Eligible Entry").
- 3.2. Chevron will on a bi-monthly basis track all Caltex Rewards registrations.
- 3.3. Stations are grouped into the following regional groupings:-
  - 3.3.1. North 1 Perlis, Kedah
  - 3.3.2. North 2 Penang, Perak
  - 3.3.3. Central Selandor, Kuala Lumpur, Putraiava, Negeri Sembilan
  - 3.3.4. East Coast Kelantan, Terengganu, Pahang
  - 3.3.5. South Johor, Melaka
- 3.4. The minimum BASE Target of Eligible Entries per Caltex Stations to achieve to be eligible for Monthly Bonus Lucky Draw Prizes and Overall Campaign Prizes are as follows:-

3.4.1.	North 1	290(per month)	1450(overall)
3.4.2.	North 2	250(per month)	1250(overall)
3.4.3.	Central	300(per month)	1500(overall)
3.4.4.	East Coast	300(per month)	1500(overall)
3.4.5.	South	350(per month)	1750(overall)

- 3.5. The STRETCH Target of new Caltex Rewards members to be eligible for the Bonus Campaign Prizes are as follows:-
  - 3.5.1. North 1 1850(overall) 3.5.2. North 2 1600(overall)
  - 3.5.3. Central 1950(overall)
  - 3.5.4. East Coast 1950(overall) 3.5.5. South 2250(overall)
- 3.6. The Campaign prizes ("Prizes") are as follows:-

# 3.6.1. Overall Campaign Prizes for BASE Targets per regional grouping:-

- 3.6.1.1. 1st Prize RM5,000 (x1) in CASH
- 3.6.1.2. 2nd Prize RM4,000 (x1) in CASH
- 3.6.1.3. 3rd Prize RM3,000 (x1) in CASH
- 3.6.1.4. 4th Prize RM2,000 (x1) in CASH
- 3.6.1.5. 5th Prize RM1,000 (x1) in CASH
- 3.6.1.6. Winning Caltex Stations agree that the prize monies will be distributed equally among all station staff, full-time or part-time, as part of Chevron's corporate governance requirements.
- 3.6.1.7. Prize monies will be credited to respective station's trading account

# 3.6.2. Bonus Campaign Prizes for STRETCH Targets per regional grouping:-

- 3.6.2.1. Station Management (Station Manager or equivalent) Apple iPad (x1)
- 3.6.2.2. Station CSR (staff to be decided by Station Management based on metrics) Apple iPad (x1)
- 3.6.2.3. Winning Caltex Stations hereby agree that by participating in this Campaign, each Winning Station will provide in writing the full name and NRIC/Passport numbers of the winners to Chevron in accordance with Clauses 4.3 and 5, as part of Chevron's corporate governance requirements.

## 3.6.3. Monthly Bonus Lucky Draw Prizes:-

- 3.6.3.1. KFC vouchers worth RM200 per station (up to 10 stations) for a station staff party.
- 3.6.3.2. Winning Caltex Station agree that it will provide photos and/or video of the said station staff KFC party as part of Chevron's corporate governance requirements.
- 3.6.4. Chevron reserves the right to substitute any of the Prizes with that of similar value at any time at their absolute discretion without prior notice and all Prizes are non-transferable to another entity and absolutely non-negotiable.
- 3.6.5. All Prizes are given on an "As Is" basis and are not exchangeable, transferable, in part or in full.
- 3.7. Selection of Prize winners will be based on the following:-

# 3.7.1. Overall Campaign Prizes for BASE Targets per regional grouping:-

- 3.7.1.1. Eligible Stations will need to meet the minimum BASE Target of their region for the Campaign Period to be eligible.
- 3.7.1.2. The station with the highest Eligible Entries will be declared the 1st Prize winner, followed by the 2nd highest Eligible Entries as the 2nd Prize winner and so on.

# 3.7.2. Overall Campaign Prizes for STRETCH Targets per regional grouping:-

3.7.2.1. 1st Prize winners of Overall Campaign Prizes of each region will be declared the STRETCH Target winner only upon the station winner achieving the STRETCH Target set for their region.

## 3.7.3. Monthly Bonus Lucky Draw Prizes:-

- 3.7.3.1. Stations will need to meet the minimum BASE Target of their region for the calendar month to be eligible for the Monthly Bonus Lucky Draw.
- 3.7.3.2. Upon achieving the minimum BASE Target of their region for the calendar month, the stations will be placed together in a lucky draw list

- and allocated a number in a running sequence.
- 3.7.3.3. Numbers will be placed in a randomizer app and the Monthly Bonus Lucky Draw winning station will be selected by the app and witnessed by a representative of Chevron.
- 3.8. In the event of a tie for any of the positions for the Overall Campaign Prizes, the winning position will be decided based on the station that has achieved the most number of Monthly BASE Targets. Where both stations also achieve the same number of Monthly BASE Target, then both stations shares the Prizes for the winning position and the following position. For example, if there is a tie in third position and both stations also achieved five Monthly BASE Targets, then both stations shall share the 3<sup>rd</sup> and 4<sup>th</sup> Prizes equally.
- 3.9. Winners Announcement Process and Prize Presentation

### 3.9.1. Overall Campaign Prizes for BASE and STRETCH Targets

- 3.9.1.1. Upon Chevron confirming the Overall Campaign winners at the end of the Campaign. Chevron will send an email to the winning stations.
- 3.9.1.2. Winners will also be announced via the Caltex Retail Buzz portal.
- 3.9.1.3. The winning station's RBC or BMBC will be given the mock prizes and actual prizes to be presented at the station.

# 3.9.2. Monthly Bonus Lucky Draw Prizes:-

- 3.9.2.1. Upon Chevron confirming the winning station after each Monthly Lucky Draw, Chevron will send an email to the winning station.
- 3.9.2.2. Monthly Lucky Draw winners will also be announced via the Caltex Retail Buzz portal.
- 3.9.2.3. IINFIN will courier the KFC vouchers to the Retail Partner or Station Manager of the winning station.
- 3.10. Campaign Support is provided to all Caltex Stations via the following channels:-
  - 3.10.1. **Voice / Phone Support** Stations can contact the Caltex Malaysia Customer Service Center at 1800 88 3188
  - 3.10.2. WhatsApp Support (Chat Only) Stations can contact Project Coordinator at the Caltex Rewards Campaign Support Line (WhatsApp # 6011-5888 4181) based on the following working time/days:- 9am 5pm, Monday to Friday, except weekends & Public Holidays during the campaign period. Where available, the coordinator will provide information that is available. Other inquiries will be escalated to the Marketing Department for information.
  - 3.10.3. All Campaign information and updates, including winners' announcements, will be shared on the Caltex Retail Buzz Portal (www.retailbuzz.com.mv)
- 3.11. Chevron reserves the rights to forfeit the Prize of any winner who does not comply with the Campaign's Terms and Conditions.
- 3.12. Chevron, their representatives and/or agents (including advertising agents and contest management agents) will not be held liable of non-receipt of Prize or damages caused during the delivery process. No replacement and/or exchange of Prize will be entertained.
- 3.13. All Prizes are accepted entirely at the risk of the winner, and the Organiser excludes all warranties in connection with any Prize to the extent permitted by law.

#### 4. General Terms and Conditions

- 4.1. IMPORTANT NOTE: Any communication to the Eligible Stations of this Campaign will not contain any request to disclose financial, credit card or bank account details. If in doubt, please contact Chevron's Customer Service Center (CSC) at 1800-88-3188 to verify the authenticity of the communication.
- 4.2. All transportation, accommodation, personal costs, fees and/or related expenses that are incurred to participate in the Campaign and to redeem the Prize is the sole responsibility of the Eligible Station.
- 4.3. By participating in this Campaign, the Eligible Station expressly agrees and consents to:
  - 4.3.1. Be bound by these terms and conditions and the decisions of Chevron concerning this Campaign;
  - 4.3.2. Grant to Chevron and IINFIN and its authorised advertising or media agencies all consents and waivers necessary for the Eligible Station's name, likeness and personal data generated from this Campaign to be used for publicity,

- marketing and advertising purposes worldwide, without limitation and without compensation, in any manner whatsoever in any part of the world as Chevron or IINFIN shall in its sole discretion deem fit:
- 4.3.3. Allow Chevron and IINFIN to disclose to any third party the Eligible Station's personal data for any and all purposes in relation to this Campaign and/or any other related business activity;
- 4.3.4. Hold harmless and indemnify Chevron and IINFIN from any loss or damage suffered during delivery of Prizes.
- 4.4. The records of participation maintained by IINFIN shall be final and conclusive.
- 4.5. Chevron's decision on all matters relating to this Campaign shall be final, conclusive and binding and it shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning this Campaign.
- 4.6. Chevron reserves the right to disqualify the Eligible Entries if the Eligible Station does not comply with any of the terms and conditions herein.
- 4.7. These terms and conditions shall be governed by the laws of Malaysia, and Eligible Stations shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.
- 4.8. Chevron reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions without prior notice.
- 4.9. Chevron, its affiliated companies, parents, subsidiaries, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents will not be held responsible or liable for any personal injury or mishap or damage to property caused by the Eligible Stations' participation in this Campaign (including negligence) and shall be indemnified against any injuries, losses or damages of any kind to any person, including death, or property, resulting in whole or in part, directly or indirectly, from the Eligible Stations' participation in this Campaign (including negligence).
- 4.10. The total aggregate liabilities of Company and its Associates, to the extent not excluded by Clause 4.9, shall be limited to RM100 only.
- 4.11. These Terms and Conditions, as may be amended from time to time, shall prevail over any provisions or representations contained in any other promotional material or advertising of this Campaign.
- 4.12. Chevron reserves the right to cancel, terminate, suspend or replace this Campaign (or any part thereof) with or without any prior notice and shall not be liable for any claim or compensation in respect of such cancellation, termination, suspension or replacement.
- 5. Personal Data Protection Act 2010 ("PDPA"):
  - 5.1. By entering this Campaign, all Eligible Stations consent to the use of their Personal Data by Chevron for the running of this Campaign, for any publicity of the Campaign in any form and through any media, and to receive notices on future promotions and marketing Campaigns by Chevron.
  - 5.2. The Eligible Station acknowledges that IINFIN and Chevron are authorised to process their personal data provided pursuant to this Campaign in accordance with their respective data privacy policies. For Chevron's data privacy policy, please refer to https://www.caltex.com/my/privacy-statement-and-personal-data-protection.html
  - 5.3. Any failure by the Eligible Station to disclose the personal data required may result in disqualification from the Campaign.