

## **TERMS & CONDITIONS CALTEX RETAIL BUZZ CONTENT CAMPAIGN (“CAMPAIGN”)**

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 (“CHEVRON”) 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 Retail Buzz Content Campaign (“Campaign”) is organised by Chevron Malaysia Limited (“Chevron” or the “Organizer”) via the Project Coordinator - IINFIN SME Sdn Bhd (“IINFIN”).
2. Eligibility
  - 2.1. General Eligibility Requirements
    - 2.1.1. All Caltex stations that are officially registered as a Caltex Retail Partner during the duration of the campaign in Malaysia;
    - 2.1.2. Submission of all content is via the official Retail Buzz Content Campaign Form at <https://tinyurl.com/RBContentCampaign> (click on link);
    - 2.1.3. Winners need to meet a minimum of four (4) published articles for the Campaign period; and
    - 2.1.4. All registered and eligible participants (“Eligible Participant”) will be required to abide by these Terms and Conditions.
  - 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 and before the announcement of winners on [www.retailbuzz.com.my](http://www.retailbuzz.com.my)
3. How To Participate in the Campaign
  - 3.1. Duration of the Campaign is 6 months from 1 April 2023 to 30 September 2023.
  - 3.2. Eligible Participants need to go to the official Retail Buzz Content Campaign Form at <https://tinyurl.com/RBContentCampaign> (click on link) to submit their draft content.
  - 3.3. Each submission will be evaluated by Chevron. Where needed, the Project Coordinator will contact the Eligible Participants for additional information or seek clarification on the submitted content.
  - 3.4. Upon approval by Chevron, the content will be written/edited by the editorial team of Retail Buzz and published online on the Retail Buzz portal ([www.retailbuzz.com.my](http://www.retailbuzz.com.my)).
  - 3.5. Each article published on the Retail Buzz portal will score points based on the type of content submitted.
  - 3.6. Points are scored based on the following:-
    - 3.6.1. 2 points = Articles that have either video OR photo gallery and text
    - 3.6.2. 1 point = Articles that do not have a video OR photo gallery
    - 3.6.3. Each photo gallery will consist of at least 4 usable and published photos from the Eligible Participant
  - 3.7. Content submitted will be attributed to the Eligible Participant submitting the content only even if there are more than one Caltex Stations mentioned in the content.
  - 3.8. Eligible Participants may be informed if their submission is not approved by Chevron and the reason(s) for it.
  - 3.9. At the end of the Campaign period, and subject always to Clause 2.13, the Eligible Participant with the most number of points will be declared the winner of the Campaign.

- 3.10. In the event of a tie, the joint winners will share the accumulated prize monies offered for the joint prizes.
- 3.11. Winners will receive the following: -
  - 1st Prize - RM900 (RM500 Vouchers to be shared among Station Staff and RM400 Cash for the Retail Partner)
  - 2nd Prize - RM700 (RM400 Vouchers to be shared among Station Staff and RM300 Cash for the Retail Partner)
  - 3rd Prize - RM400 (RM200 Vouchers to be shared among Station Staff and RM200 Cash for the Retail Partner)
- 3.12. The estimated date for the winner announcement is 31 Oct 2023.
- 3.13. All winners will be contacted via the official CALTEX RETAIL BUZZ WhatsApp Number at +6010-8441775
- 3.14. List of winners will also be posted on the Retail Buzz portal ([www.retailbuzz.com.my](http://www.retailbuzz.com.my)).

#### 4. General Terms and Conditions

- 4.1. All correspondences regarding the Campaign will be conducted through the official CALTEX RETAIL BUZZ WhatsApp Number at +6010-8441775
- 4.2. IMPORTANT NOTE: Any communication to the Eligible Participants of this Campaign will not contain any request to disclose financial, credit card or bank account details. If in doubt, please contact the CALTEX RETAIL BUZZ WhatsApp at +6010-8441775 to verify the authenticity of the communication.
- 4.3. By participating in this Campaign, the Eligible Participant expressly agrees and consents to:
  - 4.3.1. be bound by these terms and conditions and the decisions of the Organizers 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 Participant's submitted content, 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 Participant's personal data for any and all purposes in relation to this Campaign and 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 submissions if the Eligible Participants do 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 Participants 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 with prior notice.
- 4.9. Chevron, its affiliated companies, parents, subsidiaries, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents ("Associates") will not be held responsible or liable for any personal injury or mishap or damage to property caused by the Eligible Participants' participation in this Campaign 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, howsoever arising whether in contract, tort, negligence or otherwise from the Eligible Participants' participation in this Campaign and/or use of the Prizes by the winner, even if Chevron has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

- 4.10. The total aggregate liabilities of Chevron 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 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 Participants consent to the use of their Personal Data by the Organizers 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 Participant acknowledges that IINFIN and Chevron are authorised to process his/her 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 Participant to disclose the personal data required may result in disqualification from the Campaign.