

Caltex VIP JoyFuel Card Terms & Conditions

1. For the purposes of these terms and conditions, “Cardholder” means the individual to whom the Caltex VIP JoyFuel Card (“**VIP Card**”) is issued. The VIP Card must be used by its Cardholder only.
2. The VIP Card is not a credit card. It may be used only to record purchases made by cash or credit card. The Cardholder must complete transactions by cash or credit card, and accept Chevron Hong Kong Limited’s (“CHEVRON”) records of transactions as authoritative and binding for all intents and purposes.
3. All applicants must hold a valid Hong Kong driving license.
4. The VIP Card must be presented prior to purchase and may only be used where suitable online facilities are available and operational.
5. The VIP Card is not eligible to join the Caltex Rewards Program.
6. The VIP Card remains the property of CHEVRON and shall be surrendered to CHEVRON by the Cardholder at any time upon CHEVRON’s request. CHEVRON reserves the right to reject any VIP Card application without giving any reason therefor.
7. Every private individual motorist can only possess one VIP Card.
8. Use of the VIP Card by the Cardholder shall constitute acceptance of these terms and conditions (as may be amended from time to time by CHEVRON at its absolute discretion).
9. The Cardholder shall be entitled to enjoy an instant discount of HK\$4.00/L for a purchase of Caltex with Techron® Platinum Gasoline or Gold Gasoline at any Caltex Service Station in Hong Kong with the VIP Card (“**Scheme**”). The Cardholder must present the VIP Card prior to purchase at any Caltex Service Station in Hong Kong, failing which the Cardholder cannot obtain and enjoy the benefits under the Scheme. CHEVRON reserves the right to amend the Scheme from time to time at its absolute discretion.
10. The VIP Card is valid from 1 January 2022 to 31 December 2023 (both dates inclusive) unless otherwise extended or amended by CHEVRON.
11. The Cardholder undertakes to inform CHEVRON immediately of any loss or theft of the VIP Card and confirm the same in writing as soon as possible. CHEVRON shall not be in any event liable for any damage or loss suffered by the Cardholder in relation thereto.
12. The Cardholder shall promptly notify CHEVRON in writing of any changes in correspondence address or any other information provided to CHEVRON in connection with the application for the VIP Card.
13. The Cardholder may terminate his/her account and cancel the VIP Card by giving not less than fourteen (14) days’ notice in writing to CHEVRON.
14. CHEVRON shall have the right to terminate the Cardholder’s account and not to accept the use of the VIP Card by the Cardholder at any time without giving any reason therefor or any prior notice to nor subject to the consent of the Cardholder and without any liability of any nature.
15. CHEVRON reserves the right to amend any of these terms and conditions (including but not limited to the Scheme) and such other terms and conditions relating to the issue and use of the VIP Card as may be prescribed by CHEVRON from time to time without giving prior notice or any reason to Cardholders. If the Cardholder uses the VIP Card after the amended terms and conditions become effective, the Cardholder shall be deemed to have agreed to and shall be bound by the amended terms and conditions. If the Cardholder does not accept these terms and conditions and/or any amendments to

these terms and conditions, the Cardholder may cancel the VIP Card by returning it to CHEVRON pursuant to Clause 13 herein. These terms and conditions including all amendments made from time to time constitute the entire agreement between CHEVRON and the Cardholder.

16. Unless otherwise stated by CHEVRON, the VIP Card cannot be used on Caltex Rewards Card/JoyFuel Card special discount days together with any fuel coupons, or enjoyed in conjunction with the Caltex Rewards Card, JoyFuel Card, StarCash, any other promotion offers or discounts, or duplicate the discount offer on Caltex Rewards Card/JoyFuel Card special discount days.
17. CHEVRON shall not be liable for any claims, actions, demands, losses, costs, liabilities, damages or expenses of whatsoever nature which would have been suffered or has been suffered by the Cardholder arising directly or indirectly out of or in connection with the use of or inability to use the VIP Card and/ or the Scheme.
18. CHEVRON may contact the Cardholder with information regarding its other products, services and promotions. If the Cardholder does not want to receive such information, please advise Chevron's Data Protection Officer in writing at the following address by mail or email:
 - The Data Protection Officer
 - Chevron Hong Kong Limited
 - Unit 1501, 15/F., Tower B, Manulife Financial Centre, 223-231 Wai Yip Street,
 - Kwun Tong, Kowloon, Hong Kong
 - Telephone: 2582 6288
 - Email: DataProtectionOfficer-hk@chevron.com
19. In the event of any dispute, CHEVRON's decision shall be final.
20. In the event of any inconsistency between the English version and the Chinese version of these terms and conditions, the English version shall prevail.

CHEVRON HONG KONG LIMITED ("CHEVRON") NOTICE TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE (THE "ORDINANCE")

IT IS VERY IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY. IF YOU ARE UNSURE ABOUT OR HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CONTACT US.

(a) As a CHEVRON customer, you may be required from time to time to supply CHEVRON with your personal data, so that CHEVRON can provide you with the products or services which you have requested. The supply of such personal data is not obligatory, but failure to do so may result in CHEVRON not being able to supply or provide you with its products or services.

(b) The purposes for which your personal data may be used by CHEVRON include:

(i) the daily operation relating to the provision of services and products to you; (ii) complying with disclosure requirements as may be required by law; (iii) providing you with information of any products or services (including products and services of CHEVRON's Affiliates and business partners) which CHEVRON believes may be of interest to customers; (iv) designing services or products for customers' use; (v) marketing of services or products (see further details in "Use of personal data in Direct Marketing" below); (vi) to enable you to be contacted via email, direct mailing, telephone, SMS, smartphone apps or other means allowed by local law; and (vii) any other use specified at the time of collection of such personal data.

(c) Your personal data held by CHEVRON will be kept confidential but CHEVRON may provide such information to the following parties (whether they are within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (b) above:

(i) CHEVRON's Affiliates; (ii) any agent, contractor or third party service provider who provides administrative, accounting, telecommunications, advertising, market research, computer or other services to CHEVRON in connection with the operation of its business; (iii) business partners in order to keep customers informed of products or services which CHEVRON believes may be of interest to customers (including products and services of CHEVRON, CHEVRON's Affiliates and business partners or all of them); and (iv) any other person or organization under a duty of confidentiality to CHEVRON which has undertaken to keep such information confidential.

(d) Use of personal data in Direct Marketing:

CHEVRON intends to use your personal data to provide you with direct marketing materials and will use your personal data for such purpose unless you indicate your objection. In this regard:

(i) The personal data to be used for marketing are your name, contact details and demographic information such as gender and age. (ii) The following classes of services, products and subjects may be marketed: 1) Fuel discount / offers provided by CHEVRON; 2) Products and services offered by CHEVRON and its Affiliates; 3) Consumer products and services which CHEVRON and its Affiliates believes are of interest to its customers including without limitation apparel and fashion accessories, automobiles, dining, education, e-commerce, electronics, entertainment, food & beverages, health & beauty, hospitality, household, information & media, lifestyle, social networking, sports, technology, telecommunication, transportation & travel, as well as special events or activities in the nature of auctions, contests, games, shows & exhibitions and sweepstakes; 4) Loyalty and reward programmes; and 5) Charitable or non-profit making causes or events. (iii) Your

personal data may be provided to CHEVRON's Affiliates, or agents on behalf of CHEVRON to be used for the above direct marketing purposes. (iv) You may at any time opt out of your personal data being used for direct marketing as set out above, free of charge, by contacting our Data Protection Officer as indicated below, or in the case of email communications by clicking the "unsubscribe" link which forms part of such emails.

(e) You are entitled to request:

(i) access to data held by CHEVRON about you or your account and to update or correct such data; (ii) information on items of data about you which CHEVRON may disclose to third party described in paragraph (c) above for debt collection, credit reference, administrative purposes or other purposes set out in paragraph (b) above; (iii) access to data about you so held by those third parties and to update and correct such data.

(f) CHEVRON has the right to charge a reasonable fee for the processing of any such request(s) made under paragraphs (e)(i) and (e)(ii) above.

(g) Your personal data will only be retained by CHEVRON for as long as necessary for the fulfilment of its business needs or legal requirements.

(h) CHEVRON has the right to request additional information from you from time to time for the purpose set out in paragraph (b) above.

(i) CHEVRON will only use your personal data for purposes set out in paragraphs (b), (c) and (d) above and CHEVRON will use its best endeavour to secure your personal data against unauthorized or accidental access, processing or deletion.

(j) All requests for access to or correction of personal data or information regarding policies and practices and types of personal data held by CHEVRON should be in writing and forwarded to:

The Data Protection Officer
Chevron Hong Kong Limited
15/F., Tower B, Manulife Financial Centre, 223-231 Wai Yip Street, Kwun Tong,
Kowloon, Hong Kong
Telephone: 2582 6288
Email: DataProtectionOfficer-hk@chevron.com

(k) In case of discrepancies between the English and Chinese versions of this notice, the English version shall prevail.

(l) For the purpose of this Notice, the term "Affiliate" shall mean any person that directly or indirectly Controls, or is Controlled by, or is under common Control with, CHEVRON (where "Control" means direct or indirect beneficial ownership of more than 50% of the voting stock interest in a person or such other relationship as, in fact, constitutes actual control).