

CALTEX SNAP, TAG & WIN INSTAGRAM CONTEST 2021

TERMS & CONDITIONS

1. Organiser & Eligibility

1.1. The 'Caltex Snap, Tag & Win 2021' contest ("**Contest**") is organised by Chevron Malaysia Limited (the "**Organiser**").

1.2. This Contest is open to everyone in Malaysia with a valid NRIC aged 18 years and above as of 11th October 2021 who owns an active Instagram account.

1.3. The following group of persons shall not be eligible to participate in this Contest:

1.3.1. Employees of the Organiser (including its affiliated and related companies) and their immediate family members (children, parents, brothers, and sisters, including spouses).

1.3.2. Employees of Caltex service station operators / retailers / marketers and staff and their immediate family members (children, parents, brothers, and sisters, including spouses); and

1.3.3. Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser (including its affiliated and related companies), and their immediate family members (children, parents, brothers, and sisters, including spouses).

2. Duration

2.1. This Contest will run from 8 October 2021, 10:00am to 6 December 2021, 11:59PM ("**Contest Period**").

2.2 The Contest Period will comprise of two "months" as stipulated in the table below (each a "**Month**"), with 10 winners selected per Month ("**Monthly Winners**").

Month 1 Submission Period	8 October 2021, 10:00am to 6 November 2021, 11:59PM
Month 2 Submission Period	7 November 2021, 12:00am to 6 December 2021, 11:59PM

2.3 The Organiser reserves the right to amend the Contest Period at any time without prior notice. All entries received outside the Contest Period shall automatically be disqualified.

3. Contest Mechanics, Submission of Entries & Qualifying Criteria

3.1. To participate in this Contest, eligible participants are required to:

- i. Take a photo with the Batman standee available at any Caltex stations.
- ii. Follow @CaltexMY on Instagram.
- iii. Upload the photo on your Instagram page.
- iv. Complete the sentence "I love the Batman Collection because..."
- v. Include #CaltexBatmanCollection and tag @CaltexMY in your Instagram post
- vi. All submissions must be posted within the monthly submission period (stipulated in 2.2 above)
- vii. Your Instagram profile must be set to public until winners' announcements are made.

Note: This Contest is not affiliated with Instagram.

3.2. Participants may submit as many entries as they like. However, each eligible participant is only entitled to win once per Month throughout the Contest Period.

3.3. The picture posted, in its entirety, must be a single work of original material taken by the participant. By entering the Contest, the participant represents, acknowledges, and warrants that the submitted picture is an original work created solely by the entrant, that the picture does not infringe

on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the picture.

3.4. Any submission that does not follow the criteria set out in these Terms and Conditions will be automatically disqualified.

3.5. The submission material(s) must NOT contain the following: -

3.5.1. Content that is or which may be deemed to be offensive, racist, politically religious agendas, inflammatory religious content, or content which has or promotes violence, foul language, bigotry, hatred, or physical harm of any kind against any group or individual.

3.5.2. Suggests any form of illegal activity, conduct that is abusive, threatening, obscene, and/or pornographic.

3.5.3. Copyrighted or trademarked material or content belonging to a third party.

3.5.4. Advertising for other products, services, or websites apart from Caltex products.

3.6. Any incomplete, incorrect, or late entries will automatically be disqualified.

4. Prizes

4.1 The prizes (“Prizes”) as tabled below shall be given away to the Monthly Winners.

Category	Prize	No. of Monthly Winners
Month 1 Monthly Winners	RM100 StarCash and 1x complete set Batmobiles	10
Month 2 Monthly Winners	RM100 StarCash and 1x complete set Batmobiles	10
	TOTAL	20

4.2 The Organiser reserves the right to request for a copy of the high-resolution pictures submitted by the Monthly Winners and it may be utilized by the Organiser for publication on its Facebook and/or Instagram profile & promotional materials in the future, without compensation (refer to 7.1 below). Any refusal or delay by the Monthly Winner(s) to provide the picture(s) to the Organiser may lead to the Prizes being forfeited and another Monthly Winner being chosen.

4.3 The pictures will be credited to the Monthly Winner(s)’s Instagram account username when utilized by the Organiser for Facebook / Instagram & promotional materials.

4.4. The Organiser reserves the right at its absolute discretion to substitute any of the Prizes with another prize of equal value, at any time, without prior notice or consent. All Prizes will be awarded in its current state and cannot be exchanged. The pictures of the Prizes shown are for illustration purposes only.

5. Winner Selection

5.1 The most creative submissions (photo & caption) will be selected as Monthly Winners. The Monthly Winners will be notified on the Caltex Malaysia Instagram page and the Monthly Winners are required to provide the following details to the Organiser via Instagram private message (inbox):

- i. Name
- ii. Address
- iii. Malaysian Identification Card Number
- iv. Contact Number
- v. E-mail

5.2 In the event that the Monthly Winner fails to respond within **3 working days** from date of the first message sent by the Organiser, the Organiser reserves the right to not award the Prize and/or to select the next eligible participant.

5.3 Ten (10) Monthly Winners will be selected every Month. There will be a total of 20 Monthly Winners during the Contest Period.

5.4 The Organiser's decision on the selection of Monthly Winners is final and binding and no further correspondence on the subject will be entertained.

6. Liability & Responsibility

6.1. The Organiser & its related & associated companies, and its agencies and companies associated with the Contest disclaim any and all liability arising from this contest and will not be liable for any loss (including, without limitation, indirect, or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Contest, redemption and/or usage of the prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law). Participants undertake that they shall not bring any claims or actions against the Organiser or its related and associated companies, whether in contract, tort or otherwise.

6.2. All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of the participants.

7. Right of Organiser

7.1. All entries and submission materials will be the property of the Organiser and the participants will not claim, use, or exploit the entries or submission materials for any purpose by any means at any time. Participants shall not be entitled to claim ownership or other forms of compensation on the submission materials. By entering this Contest, each participant agrees that the Organiser reserves the right to publish, use the names, details and/or photographs of winning participants as material for advertising and/or publicity purposes without any further notice. Winning participants further agree that in consideration for being awarded the prize, the winners shall waive all rights associated with their pictures, images or details and are not entitled to claim any payment in any form, fee, or compensation for the use of their pictures, images, or details.

7.2. By participating in this Contest, all participants are fully aware and agree to be bound by the terms, conditions and decisions made by the Organiser. All decisions made with regards to this Contest are final and no correspondence thereon shall be entertained.

7.3. The Organiser reserves the right to modify, suspend or cancel this Contest at any time without prior notice in the event that it becomes not capable of running as planned, technically interfered with, or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.

7.4. The Organiser reserves the right to amend these Terms and Conditions where necessary for legal, technical, or commercial reasons and any such amendments shall be effective upon posting on the Contest website. Please check these Terms and Conditions regularly to see if there have been any changes.

8. Personal Data Protection Act 2010

8.1 By participating in this Contest, each participant confirms that he/she has read the Organiser's Personal Data Protection Notice which is available on <https://www.caltex.com/my/privacy-statement-and-personal-data-protection.html> ("**Notice**") and expressly agrees and consents to the use, processing and transfer of his/her personal data by the Organiser as described in the Notice.

8.2 Failure by a winning participant to provide the personal data as requested by the Organiser may result in an alternative winner being chosen by the Organiser.