

TERMS & CONDITIONS: PROGRAM 'CALTEX STAR RIDERS BERSAMA FOODPANDA' ("PROGRAM")

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BEFORE ENTERING THIS PROGRAM. 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 PROGRAM. BY ENTERING THIS PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The 'CALTEX STAR RIDERS BERSAMA FOODPANDA' ("Program") is organized by Chevron Malaysia Limited & foodpanda ("Organizers").

2. **Program Period:**

- Program Period: 1 May until 31 December 2022.
- The Organizers reserves the right to, at any time, amend or extend the duration of the Program Period as it deems fit.

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All riders registered with foodpanda in Peninsular Malaysia are eligible to participate in the Program ("Eligible Participants").

3.2. **Not Eligible**

- All riders registered with foodpanda in Sabah, Sarawak & Labuan are not eligible to participate in the Program.

3.3. **Scope of Eligible Purchases**

Eligible participants will be eligible to earn up to 4X BPoints and be in the running to win prizes when they swipe their Caltex JOURNEY™ card for every petrol purchase made at any Caltex stations in Peninsular Malaysia. ("Eligible Purchases").

3.3.1. The tiered fuel reward structure based on riders' monthly consumption is listed below;

Tier (Monthly Purchase)	BPoints Per Liter		
	Standard	Additional	Total
0 – 99 liters	1	1	2
100 – 199 liters	1	2	3
200 liters and above	1	3	4

4. **How to Participate.**

- 4.1. To be eligible for the Program, Eligible Participants will need to swipe their Caltex JOURNEY™ card for every petrol purchase made at any Caltex stations in Peninsular Malaysia.
- 4.2. The Program may not be used together with any other programs, contests, offers or discounts, unless otherwise stated.

5. **Awarding & Redemption of Additional BPoints**

The additional BPoints will be automatically credited to the Eligible Participant's B Infinite Mobile Application Account on or before the 7th day of the subsequent month. 5.2. BPoints can be redeemed at any Caltex station for purchase of fuel or goods in "Star Mart" convenient store.

5.3 All BPoints redeemed are non-refundable, non-transferrable and not exchangeable for cash or other items.

5.4 The Organizers reserve the right to terminate or refuse the redemption where there is a rational suspect of any abuse and/or misuse of this Program or any unethical behaviour by the Eligible Participants.

General Terms and Conditions

6. **IMPORTANT NOTE:** Any communication on the Program will not contain any request to disclose financial, credit card or bank account details. For any enquiries on this Program, please email to enquiry@binfinite.com.my or call us at 03-2141 8080.
7. The Organizers will not be liable in the event of delayed awarding of BPoints.
8. By participating in this Program, the Eligible Participant expressly agrees and consents to:
 - i. be bound by these terms and conditions and the decisions of the Organizers concerning this Program;
 - ii. grant to Chevron and its authorized advertising or media agencies all consents and waivers necessary for the Eligible Participant's name, likeness and particulars 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 shall in its sole discretion deem fit;
 - iii. allow Chevron to disclose to any third party the Eligible Participant's personal data for any and all purposes in relation to this Program and any other related business activity;
 - iv. hold harmless and indemnify Chevron from any loss or damage suffered during the Program.
9. The records of transactions maintained by Chevron shall be final and conclusive.
10. Chevron's decision on all matters relating to this Program 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 Program.
11. The Eligible Participants shall not be entitled to any cash compensation, benefits or substitution in any form whatsoever in lieu of the BPoints.
12. Chevron reserves the right to forfeit the additional BPoints awarded if the Eligible Participants do not comply with any of the terms and conditions herein.
13. 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.
14. The Organizers reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions with prior notice.
15. Chevron, its affiliated companies, parents, subsidiaries, advertising and Program 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 Participants' participation in this Program 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 Participants' participation in this Program.
16. These Terms and Conditions, as may be amended from time to time, shall prevail over any provisions or representations contained in any other Program material or advertising of this Program.
17. Chevron reserves the right to cancel, terminate, suspend or replace this Program (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.
18. Personal Data Protection Act 2010 ("PDPA"):
 - a. By entering this Program, all Eligible Participants consent to the use of their Personal Data by the Organizers for the running of this Program, for any publicity of the Program in any form and through any media, and to receive notices on future Programs and marketing campaigns by Chevron.
 - b. The Eligible Participant acknowledges that Chevron are authorized to process his/her personal data provided pursuant to this Program 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>
 - c. Any failure by the Eligible Participant to disclose the personal data required may result in disqualification from the Program.