

## Caltex Fuelling Giler Promotion Terms & Conditions

### Organizer

1. **The Caltex Fuelling Giler Promotion at Caltex Stations** (“Promotion”) is organized by Chevron Malaysia Limited (“Chevron” or the “Organizer”).
2. The Promotion is open to all Malaysian citizens aged eighteen (18) years or older as at 28 November 2022 when they pump a minimum of RM40 worth of petrol or diesel at Caltex service stations nationwide (“Eligible Participants”), except for the following individuals:
  - a. Employees of Chevron (including its affiliated and related companies) and their immediate family members (children, parents, brothers and sisters, including spouses);
  - b. Employees of Caltex service station operators / retailers / marketers and staff and their immediate family members (children, parents, brothers and sisters, including spouses);
  - c. Representatives, employees, servants and/or agents of advertising and/or promotion service providers of Chevron (including its affiliated and related companies), and their immediate family members (children, parents, brothers and sisters, including spouses).

### Promotion Period

3. The Promotion commences on 28 November 2022 and ends on 28 February 2023 (“Promotion Period”), inclusive of both dates. The Organizers reserve the right to, at any time, amend or extend the duration of the Promotion Period as it deems fit.

### Prizes

4. The prizes (“Prizes”) as tabled below shall be given away to the winners.

Category	Prizes	Criteria	No. of winners
<b>FIRST PRIZE</b>	1 YEAR FREE FUELS WORTH RM5,000 in StarCash Card	10 Lucky Draw winners monthly	30
<b>SECOND PRIZE</b>	LOCAL TRAVEL PACKAGE RM5,000	10 Lucky Draw winners monthly	30
<b>THIRD PRIZE</b>	E VOUCHER WORTH RM500 (SHOPEE or GRAB or TOUCHn’GO)	10 Lucky Draw winners monthly	30
<b>CONSOLATION PRIZE</b>	E VOUCHER WORTH RM50 (SHOPEE or GRAB or TOUCHn’GO)	500 Lucky Draw winners monthly	1,500
	No of winners		1,590

5. The Organizers reserve the right at their absolute discretion to substitute any of the Prizes with a prize of equal/similar value, at any time. All Prizes will be awarded in its current state and cannot be exchanged. The pictures of the Prizes shown are for illustration purposes only.
6. In no event will Chevron be liable for any loss or damages including without limitations, loss of income, profits or good will, direct or indirect, incidental, consequential, exemplary, punitive or special damages

of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion 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.

7. The total and aggregate liability of Chevron, to the extent not excluded under Paragraph 6, shall be limited to RM100 only.
8. A total of One Thousand Five Hundred Ninety winners shall be selected throughout the Promotion Period as per the summary provided below and transaction date:

Transaction Date	Category	Selection	Total No of Winners
<b>28 Nov – 28 Dec 2022</b>	First Prize	1 <sup>st</sup> Round Winner	10
	Second Prize		10
	Third prize		10
	Consolation Prize		500
<b>29 Dec 2022 – 28 Jan 2023</b>	First Prize	2 <sup>nd</sup> Round Winner	10
	Second Prize		10
	Third prize		10
	Consolation Prize		500
<b>29 Jan – 28 Feb 2023</b>	First Prize	3 <sup>rd</sup> Round Winner	10
	Second Prize		10
	Third prize		10
	Consolation Prize		500

#### Qualification Mechanics

9. Eligible Participants must spend a minimum of RM40 and above on petrol RON95 / RON97 or Diesel in a single receipt at any Caltex stations during the Promotion Period to qualify for 1 entry submitted through WhatsApp or scanning QR code. Other purchases such as convenience store purchases, TouchnGo purchases/reload, prepaid card and lubricants purchases, are excluded.
10. To participate in the Promotion, Eligible Participants must submit a picture of the receipt through the WhatsApp application to a dedicated mobile number as set out in the advertisements of the Promotion at 018 – 299 9980, or through a QR code displayed at Caltex Point of Sale Materials, subject to meeting the terms and conditions herein.
11. The submission must be made on or before the third (3<sup>rd</sup>) day of the following month for the Eligible Participant to be in the running for Prizes in the previous month. For example, if the fuel transaction is made on 28 Dec 2022, the receipt must be submitted by 3<sup>rd</sup> Jan 2023 for the Eligible Participant to be in the running for Prizes for the Round 1 selection of winners.
12. The picture of the receipt submitted must be clear and legible. The receipt submitted must state the Caltex station company name, product purchased, transaction amount in Ringgit Malaysia and transaction date. Receipt photos that are blurry or unclear in Chevron's sole discretion will be disqualified.
13. Only transactions made at Caltex stations meeting the minimum spend requirements as set out herein shall be eligible to be selected as winners for the Prizes.
14. Eligible Participants are required to retain the original receipt of purchase as proof of purchase of the transaction.
15. Winners are required to present the original receipt of purchase during the claiming of Prizes.
16. Any receipt duplication will not be entertained, and the Prizes will be forfeited if the receipt is not original.

#### Selection of Winners

17. The winner(s) will be selected via lucky draw as per the table in paragraph 8 above. The winner(s) will be notified by a phone call or WhatsApp message.
18. In the event that the Winner fails to respond within 3 working days from date of the first call or message, Chevron reserves the right to not award the Prize or to select the next eligible winner and the same process will be repeated until a new Winner is determined.
19. Standard telco data charges may apply and shall be borne by the winner(s) for submitting the participation receipt via WhatsApp.

20. Eligible Participants are entitled to win only once throughout the Promotion Period for First Prizes, Second Prizes and Third Prizes. In the event where the Eligible Participant's entry is drawn more than once, the next selected winner will be chosen. For consolation prizes, Eligible Participants are entitled to win up to 3 times throughout the Promotion Period.
21. Details of the winners will also be available after the promotion at the Caltex Malaysia website [www.caltex.com.my](http://www.caltex.com.my) and Caltex Malaysia's Facebook page.
22. Troopers Innovation Sdn Bhd ("Troopers"), the contest management organizer, will contact the winners to make the arrangements for delivery or collection of the Prizes. Winner must answer question(s) from Troopers correctly in order to win the Prizes. Chevron and Troopers are collectively referred to as "Organizers".
23. IMPORTANT NOTE: Any communication to the winners of this Promotion will not contain any request to disclose financial, credit card or bank account details. If in doubt, please Troopers at [support@troopers.com.my](mailto:support@troopers.com.my) to verify the authenticity of the communication.
24. Prizes awarded are non-exchangeable and cannot be exchanged for cash.
25. All Prizes must be claimed within three (3) months from date of notification. All unclaimed prizes will be forfeited.
26. The Organizers will not be liable in the event of non-receipt or delayed delivery of any form of notification to the winner(s).

### **General Terms and Conditions**

27. By participating in this Promotion, the Eligible Participant expressly agrees and consents to:
  - i. be bound by these terms and conditions and the decisions of the Organizers concerning this Promotion;
  - ii. grant to Chevron and Troopers 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 or Troopers shall in its sole discretion deem fit;
  - iii. allow Chevron and Troopers to disclose to any third party, the Eligible Participant's personal data for any and all purposes in relation to this Promotion and any other related business activity (including marketing);
  - iv. hold harmless and indemnify Chevron and Troopers from any loss or damage suffered during delivery or usage of Prizes.
28. The records of transactions maintained by Troopers and the selection of winners shall be final and conclusive.
29. Chevron reserves the right to select new winner(s) to substitute any winner(s) who may be ineligible or disqualified for any reason whatsoever throughout the Promotion Period.
30. Chevron's decision on all matters relating to this Promotion 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 Promotion.
31. The winners shall not be entitled to any cash compensation, benefits or substitution in any form whatsoever in lieu of the Prizes.
32. Chevron reserves the right to forfeit the Prizes awarded if the winners do not comply with any of the terms and conditions herein.
33. 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.
34. Chevron reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions.
35. 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 use of the Prizes 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 acceptance, possession, misuse or use of any of the Prizes or pertaining to the quality/safety/fitness for use/suitability of any of the Prizes.
36. Troopers and Chevron shall not be responsible in any way whatsoever in the event of any complaint, dispute, damage or defect arising in respect of any of the Prizes.
37. 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 Promotion.

38. Chevron reserves the right to cancel, terminate, suspend or replace this Promotion (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.
39. For any enquiries relating to this Promotion, please text through Whatsapp chatbot or email to [ask@caltexfuellinggiler.com.my](mailto:ask@caltexfuellinggiler.com.my) or call our Caltex Customer Service Centre at 1 800 88 3169.
40. Personal Data Protection Act 2010 ("PDPA"):
  - a. By entering this Promotion, all Eligible Participants consent to the use of their Personal Data by the Organizers for the running of this Promotion, for any publicity of the Promotion in any form and through any media, and to receive notices on future promotions and marketing campaigns by Chevron.
  - b. The Eligible Participant acknowledges that Troopers and Chevron are authorized to process his/her personal data provided pursuant to this Promotion 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 Promotion.