

Caltex Rewards 'Pump & Win' Free Fuel and Grocery Vouchers Promotion Terms & Conditions

Organizer

1. The **"Caltex Rewards Pump & Win Free Fuel and Grocery Vouchers"** Promotion (**"the 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 of 5 December 2023, who are also registered and active Caltex Rewards members and opted in for promotion/subscription email throughout Promotion period (**"Eligible Entrant"**), 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);
 - d. Individuals who are subject to economic sanctions or trade restrictions imposed by any government.

Promotion Period

3. The Promotion commences on 5 December 2023 and ends on 29 February 2024 (**"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. There will be total of 90 winners who will receive free fuels at a total value of RM2,500 in Caltex Rewards Points and RM1,000 grocery vouchers per winner (**"Prizes"**)
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 these Terms and Conditions, shall be limited to RM100 only.

Qualification Mechanics

8. To be eligible to participate in this Promotion and stand a chance to win, Eligible Entrant must:
 - i. Spend a minimum of RM40 on petrol RON95 and RON97 at any Caltex stations during the Promotion Period. Every RM40 purchase will be entitled to one (1) entry (**"Qualifying Purchases"**). Other purchases such as convenience store purchases, TouchnGo purchases/reload, prepaid card and lubricants purchases, are excluded.
9. 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.
10. Each Eligible Entrant is entitled for ten (10) entries and capped at RM400 in a month.

Selection of Winners

11. The winner(s) will be selected randomly via lucky draw. There will be total of 90 winners and 30 winners will be announced on monthly basis.
12. The winner(s) will be notified by a phone call or WhatsApp message. 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.
13. Standard telco data charges may apply and shall be borne by the winner(s) for submitting the participation receipt via WhatsApp.
14. Eligible Entrant are entitled to win only once throughout the Promotion Period. In the event where the Eligible Entrant's entry is drawn more than once, the next selected winner will be chosen.
15. Details of the winners will also be available after the Promotion at the Caltex Malaysia website www.caltex.com.my and Caltex Malaysia's Facebook page.
16. 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".
17. 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 email Troopers at support@troopers.com.my to verify the authenticity of the communication.
18. Prizes awarded are non-exchangeable and cannot be exchanged for cash.
19. All Prizes must be claimed within three (3) months from date of notification. All unclaimed prizes will be forfeited.
20. 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

21. By participating in this Promotion, the Eligible Entrant 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 Entrant'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 Entrant'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.
22. The records of transactions maintained by Troopers and the selection of winners shall be final and conclusive.
23. 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.
24. 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.
25. The winners shall not be entitled to any cash compensation, benefits or substitution in any form whatsoever in lieu of the Prizes.
26. Chevron reserves the right to forfeit the Prizes awarded if the winners do not comply with any of the terms and conditions herein.
27. These terms and conditions shall be governed by the laws of Malaysia, and Eligible Entrants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.
28. Chevron reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions.

29. 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.
30. 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.
31. 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.
32. 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.
33. For any enquiries relating to this Promotion, please call our Caltex Customer Service Centre at 1 800 88 3169.
34. Personal Data Protection Act 2010 ("PDPA"):
 - a. By entering this Promotion, all Eligible Entrants 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 Entrant 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 Entrant to disclose the personal data required may result in disqualification from the Promotion.