

## Tap to Win with Visa at Caltex Campaign

### Terms and Conditions

1. The “Tap to Win with Visa at Caltex Campaign” (“**the Campaign**”) is jointly organized by **Chevron Malaysia Limited** (992309-U) (hereinafter referred to as “**CML**”) and **Visa Worldwide Pte Limited** (hereinafter referred to as “**Visa**”), and collectively referred to as “**the Organizers**”.

### The Campaign Duration

2. The Campaign shall run from 16 July 2020 to 30 September 2020, both dates inclusive (“**the Campaign Period**”).
3. Changes to the Campaign Period or such other duration(s) may be determined at the sole and absolute discretion of the Organizers with prior notice of at least five (5) calendar days.

### Eligibility

4. The Campaign is open to all principal and supplementary Visa Credit, Debit and Prepaid cardholders issued by financial institutions and issuer banks in Malaysia, but not including card products which are subject to specific restrictions by respective issuer banks e.g. corporate cards, commercial cards, etc.
5. For the avoidance of doubt, participating Visa cardholders of the same card account including principal and supplementary cards shall be viewed individually and shall all be eligible to be in the running to win the prize(s).
6. The following categories of persons shall **NOT** be eligible to win Grand Prize of the Campaign:
  - (i) Permanent, contract and/or temporary staff or employees of the Organizers (including representative and related companies) and their immediate family members (i.e. spouses, children, parents, brothers and sisters); and
  - (ii) Employees of Caltex service station operators / retailers / marketers and staff and their immediate family members; and
  - (iii) Vendors, suppliers, advertising and promotion agencies for the Campaign.

### Participation

7. All through the Campaign Period, a Visa cardholder who transacted at least 10 times with Visa Contactless payment of a minimum purchase amount of RM5.00 for each of the Visa Contactless payment at any Caltex authorized payment terminal (i.e. Automated Fuel Dispenser terminal, Indoor Payment terminal and Bank EDC terminal) at any Caltex Station,

shall be eligible to be in the running to win a prize. Visa Contactless herein refers to payment transactions made using Visa-branded contactless card being tapped (not inserted) at the card reader screen and processed and settled via Visa network.

Example:

- ✓ *Throughout the Campaign Period, a Visa cardholder transacted 5 times with Visa Contactless by spending RM10.00 for each of the transactions at Caltex Automated Fuel Dispenser terminal through its contactless acceptance function; and another 5 times with Visa Contactless by spending RM5.00 for each of the transactions at Caltex Indoor Payment terminal, shall be eligible to be in the running to win a prize.*
- ✓ *Throughout the Campaign Period, a Visa cardholder transacted 3 times with Visa Contactless by spending RM50.00 for each of the transactions at Caltex Automated Fuel Dispenser terminal through its contactless acceptance function; and another 6 times with Visa Contactless by spending RM20.00 for each of the transactions at Caltex Indoor Payment terminal, did not meet the criteria and shall **NOT** be eligible to be in the running to win a prize.*

8. The tracking of the Visa Contactless transactions is based on the transaction dates and/or time (Malaysian Time) as captured by the acquirer Bank’s transaction records during the Campaign Period. The Organizers shall not be responsible for any delay and/or failure in the transmission of evidence of sales transactions by merchants or any other party.
9. All transactions as recorded in the Campaign Period shall be final and conclusive. The determination as to what constitutes Eligible Transactions is conclusive and cannot be challenged in any manner whatsoever.

## Prizes

10. There are two (2) categories of prizes for the Campaign.

### **Category 1 - Cash Back Prizes**

- (i) Subject to the Terms and Conditions herein, each Visa cardholder shall be eligible to win a maximum of one (1) cash back prize throughout the Campaign Period.
- (ii) Eligible cardholder can win up to 100% cash back.
- (iii) The total cumulative spend amount throughout the Campaign Period will be used as the basis for the cash back rewards.

Example:

Cardholder	No. of Visa Contactless Transactions	Amount Spent per Transaction	Total Amount Spent	Cash Back Won ( <u>up to 100%</u> )
<b>A</b>	12	RM 30.00	RM 360.00	RM 360.00

(iv) The maximum cash back to any cardholder is capped at RM1,000.00.

Example:

Cardholder	No. of Visa Contactless Transactions	Amount Spent per Transaction	Total Amount Spent	Cash Back Won ( <i>up to 100%</i> )
B	20	RM 80.00	RM 1,600.00	RM 1,000.00 ( <i>capped amount</i> )

(v) The total cash back to be given out is capped at RM100,000.00 throughout the Campaign Period.

### **Category 2 - Grand Prize**

Subject to the Terms and Conditions herein, each Visa cardholder shall be eligible to win the Grand Prize.

Details of the Grand Prize:

No. of Winner	Grand Prize	Total Value
1	Mercedes-Benz A200 Limousine Progressive Line (CBU)	RM221,850.92

For the avoidance of doubt, the Grand Prize winner shall **NOT** be eligible to win the Cash Back Prize.

## Winners Selection

11. After the end of the Campaign Period, each transaction of a cardholder whom has met the eligibility criteria will be randomly serialized with a 7-digit serial number and be considered as an Entry to be in the running to win a prize. Sorting will be done on all serialized Entries to shortlist the smallest 7-digit serial number(s).
12. The winning Entries shall be shortlisted for the respective Prizes as follows: -
  - (i) 1<sup>st</sup> shortlisted Entry shall receive the Grand Prize (subject to Clause 15).
  - (ii) 2<sup>nd</sup> until 31<sup>st</sup> shortlisted Entries from shall receive the 100% Cash Back Prizes (subject to Clause 15).
  - (iii) 32<sup>nd</sup> and the subsequent Entries shall receive other random percentages (except 100%) of Cash Back Prizes (subject to Clause 15).

## Announcement of Winners and Prizes Fulfillments

13. Announcement of Winners shall be within 12 weeks after the end of the Campaign Period, through the Organizers' websites and/or by any other means of notification the Organizers may select. However, the Organizers shall not be responsible or liable for any delay in the announcement of Winners.
14. Shortlisted cardholder to receive the Grand Prize shall be contacted either by their card issuer banks or the Organizers and/or their representatives.
15. In the event the shortlisted cardholder is not contactable after three (3) attempts on the same day for whatsoever reason(s); or the shortlisted cardholder wishes to withdraw from the Campaign upon being contacted, he/she shall be deemed disqualified from the Campaign. The Next(s)-In-Line shortlisted cardholders shall then be contacted and potentially be rewarded with the Grand Prize.
16. The Winners of the Prize(s) shall be required to attend prize(s) presentation ceremony(ies) at their own costs and expenses. If the Winners fail to attend such ceremonies, the Organizers reserve the right to forfeit the Prize(s) of such Winner(s) and replace with the Next(s)-In-Line shortlisted cardholder(s).
17. Fulfillment and delivery of the Grand Prize shall be provided by Mercedes-Benz Malaysia's authorized dealer in Malaysia, i.e. Hap Seng Star Sdn. Bhd.
18. The final date for collection of the Grand Prize by the Winner is 31 December 2020. If the Winner fails to do so within the deadline, the Organizers reserve the right to forfeit the Prize(s) of such Winner(s).
19. The Winners of the Cash Back Prizes will receive their cash back directly into their winning card's account by 31 December 2020, dependent on respective issuer banks' billing cycles and procedures.
20. Picture(s) of the Grand Prize shown in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are solely for illustration purposes only and may not depict the actual colour, model or specifications of the Grand Prize and does not include any optional accessories.
21. The Grand Prize Winner shall claim the prize on his/her own accord and expenses, which includes registration with Jabatan Pengangkutan Jalan (JPJ), road tax and insurance coverage, and any other additional and incidental expenses, before the prize presentation ceremony.
22. All Prizes are non-transferable to a 3<sup>rd</sup> party, non-exchangeable for cash or any other alternatives of similar value in any circumstances.

## General Rules

23. By participating in the Campaign, Visa cardholders and/or the Winners agree:
- (i) to be bound by these Rules and the decisions of the Organizers;
  - (ii) to release and hold harmless the Organizers, and their respective directors, officers, and employees, from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to participation in the Campaign and acceptance, possession or use/misuse of the Prize(s);
  - (iii) to permit the Organizers to use his/her name, area/city of residence, photograph, video, or any likeness for advertising or publicity purposes without any additional compensation; and
  - (iv) to sign a Declaration and Release Form to this effect.
24. The decisions of the Organizers in relation to the Campaign shall be final and binding on all aspects of the Campaign.
25. The Organizers shall be entitled to amend any of the Terms and Conditions stipulated herein without prior notice. No compensation in cash or any kind shall be given to any party as a direct or an indirect result of such amendment of the Terms and Conditions.
26. Notification in respect of the amendments shall be effected at the Organizers' sole and absolute discretion through the Organizers' websites or by any other means of notice which the Organizers may select and the amendments shall be deemed as binding as from the date of notification or from such other date as may be specified in the notification.
27. By participating in this Campaign, each participant confirms that he/she has read the Organizers' Personal Data Protection Notice which is available on their respective websites ("Notice") and expressly agrees and consents to the use, processing and transfer of his/her personal data by the Organizers as described in the Notice. Failure by a winning participant to provide the personal data as requested by the Organizer may result in an alternative winner being chosen by the Organizers.
28. These terms and conditions shall be governed by the laws of Malaysia and is also subject to compliance with any U.S. export control and trade sanctions law. Eligible participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.
29. The Organizers may exclude and disqualify from this Campaign anybody who is a citizen or permanent resident of country(ies) subject to comprehensive U.S. trade sanctions and/or who may be related to, the target of, or subject to control by, any country, institution, organization, entity, or person that is subject to economic sanctions or any trade restrictions imposed by the U.S. government; debarred or excluded or declared ineligible to participate in U.S. government contracts, or contracts, grants, or other programs financed in whole or

part by the U.S. government; or listed by the U.S. Departments of Commerce or State as a person or an entity which U.S. persons may not engage in export or re-export related transactions.

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