

## TERMS AND CONDITIONS

### **TERMS & CONDITIONS: 2023 RAYA – END USER PROMOTION (“PROMOTION”)**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE PARTICIPATING IN THIS PROMOTION. 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 PROMOTION. BY PARTICIPATING IN THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

1. The **2023 RAYA – END USER PROMOTION (“Promotion”)** is organized by Chevron Malaysia Limited (“**Chevron**” or the “**Organizer**”).
2. The Promotion period is from 1 April 2023 to 31 May 2023 or while stocks last (“**Promotion Period**”). The Organizer reserves the right to, at any time, amend or extend the duration of the Promotion Period as it deems fit.
3. All residents of Malaysia, aged 18 years and above as of 1 April 2023 are eligible to participate in the Promotion (“**Eligible Participants**”).
4. Eligible Participants shall be entitled to get a gift as listed in the table below (“**Gift**”) only if they purchase the participating product of the following participating lubricant products (“**Participating Lubricant Products**”) listed in the table below in a single transaction (“**Eligible Purchases**”).

#### **4.1. Gift for West Malaysia as per list below:**

<b>Product Code</b>	<b>Participating Lubricant Products</b>	<b>Product Category</b>	<b>Gift</b>
500295LPL	Havoline ProDS FS 5W30	Fully Syn - T1	RM20 KFC Voucher
500002LPL	Havoline ProDS FS 5W40	Fully Syn - T1	RM20 KFC Voucher
500003LPL	Havoline ProDS FS 10W50	Fully Syn - T1	RM20 KFC Voucher
500292LPL	Havoline ProDS FS 0W20 (4L)	Fully Syn - T1	RM20 KFC Voucher
500044ZVE	Delo Sports Adv 5W30 (8L)	Fully Syn - T1	RM20 KFC Voucher
500832ZAE	Delo Sports Adv 5W40 (7L)	Fully Syn - T1	RM20 KFC Voucher
500292LXL	Havoline ProDS FS 0W20 (3L)	Syn Blend - T2	RM10 KFC Voucher
500252LPL	Havoline FS 5W30	Syn Blend - T2	RM10 KFC Voucher
502900LPL	Havoline FS 5W40	Syn Blend - T2	RM10 KFC Voucher
500005LPL	Havoline SBlend 10W40	Syn Blend - T2	RM10 KFC Voucher
500201LPL	Havoline SBlend 5W30	Syn Blend - T2	RM10 KFC Voucher
500575ZYL	Delo Sports SB 15W40 (7L)	Syn Blend - T2	RM10 KFC Voucher
500579ZYL	Delo Sport SB 10W30 (7L)	Syn Blend - T2	RM10 KFC Voucher

5. Eligible Participants must make Eligible Purchases from authorized distributors. Please check with Caltex Internal Sales Representative for list of authorized distributors.
6. The Gift is provided (i) strictly on a first come, first-serve basis, up to Promotion Period ends, and (ii) only while stocks of the Participating Lubricants Products or the Gift held by the authorised distributors last, whichever is earlier. Chevron has no obligation to replenish or supply Participating Lubricant Products or Gift to the authorised distributors for this Promotion.
7. The Promotion may not be used together with any other promotions, contests, offers or discounts, unless otherwise stated.
8. The Gift is non-exchangeable and cannot be exchanged for cash.
9. The Organizer will not be liable in the event of non-receipt or delayed delivery of Gift by the authorised distributors to Eligible Participants.
10. 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.
11. The Eligible Participants shall not be entitled to any cash compensation, benefits or substitution in any form whatsoever in lieu of the Gift.
12. 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.
13. Chevron reserves the absolute right to change, amend, delete or add to the Promotion's Terms and Conditions with notice at [www.caltex.com.my](http://www.caltex.com.my).
14. 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 Gift by the Eligible Participants, even if Chevron has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
15. Chevron, its affiliated companies, parents, subsidiaries, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents (collectively as "Associates") 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 Promotion and/or use of the Gift 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 Promotion and/or use of the Gift.
16. The total and aggregate liabilities of Chevron and its Associates, to the extent not excluded in Clauses 14 and 15, shall be limited to RM100 only.
17. 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.
18. 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.