

## JomPAY Bill Payment Promotion Terms and Conditions

### 1. Campaign Organizer

Chevron Malaysia Limited (Company No. 195902000060 (992309-U)) ('CML').

### 2. Campaign Period

The campaign shall run from 00:00 hours (GMT+8) on 1<sup>st</sup> May 2020 until 23:59 (GMT+8) hours on 31<sup>th</sup> October 2020 (both dates inclusive) ("Campaign Period").

### 3. Eligibility & Qualifying Criteria

a) This campaign is open to all Caltex StarCard customers except for those customers where the account has been cancelled or terminated either voluntarily or involuntarily during the Campaign Period ("Eligible Customer").

b) In order to qualify and be in the running to win the prizes, Eligible Customers must make at least one StarCard payment transaction via JomPAY before the due date stated in their StarCard invoice through any preferred internet or mobile banking during the Campaign Period ("JomPAY Transaction").

c) Eligible Customers are not allowed to perform split payments of their StarCard invoices via JomPAY. For example, if you are paying a StarCard bill worth RM300, you are not allowed to split the payment into three separate transactions of RM100 each. The split transactions will not be counted as contest entries for the purposes of this Campaign.

d) During the Campaign Period and subject to the Terms and Conditions set out herein, any Eligible Customer who has performed the JomPAY Transaction will be automatically entered in this Campaign.

e) Any StarCard invoice payment that is made after the due date stated in the invoice shall not be considered an eligible entry.

#### 4. Prizes

##### Monthly Prizes

20 pieces of StarCard worth RM100 for each card

20 winners chosen each month

#### 5. Winner Selection

- a) The winners will be selected by CML at the end of each month during the Campaign Period (“Selected Winners”).
- b) Selected Winners will be contacted by CML at the end of each month during promotion period to and must answer one (1) question correctly to be eligible for the Prize.
- c) Only two (2) attempts of phone calls will be made during office hours, Monday to Friday (8.30am-4.30pm). If the Selected Winner fails to respond, CML reserves the right to not award the Prize or to select the next eligible Winner.
- d) In the event, for whatever reason, the Selected Winner is unable to receive the Prize the Prize will be forfeited.

#### 6. General Terms & Conditions

a) CML shall be entitled to amend, vary, delete or add (“modifications”) to any of these Campaign Terms and Conditions and/or substitute or replace the prizes offered in this Campaign with a similar valued prize and/or to modify, cancel, terminate or suspend the Campaign at any time with prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Eligible Customers as a result of the above. Customers are advised to periodically check for updates of this Campaign Terms and Conditions at [www.caltex.com.my](http://www.caltex.com.my). If the Eligible Customer finds that the amended or modified Campaign Terms and Conditions is unacceptable, the Eligible Customer shall discontinue any further participation in this Campaign.

b) To the fullest extent permitted by the law, in no event will CML or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that CML may engage for purposes of this Campaign be liable for any loss or damages (including loss of income, profits or goodwill 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 Campaign, even if CML has been advised on the possibility of such damages in advance, and all such damages are expressly excluded.

c) The Prizes are non-transferable to any third (3rd) party and non-exchangeable for upfront credit, cheque or in kind; in part or in full.

d) All decisions made by CML on all matters relating to the Campaign shall be final, conclusive and binding.

e) CML reserves its right to disqualify any Eligible Customer from further participating in this Campaign in the event that there is a suspicion that the Eligible Customer has tampered with or benefited from tampering with the Campaign mechanics.

f) In the event of any inconsistency between these Terms and Conditions and any other brochure, marketing or promotional materials relating to the Campaign, these Terms and Conditions shall prevail.

g) The Eligible Customer consents to the use of their personal data by CML for the running of this Campaign or for any publicity of the Campaign in any form and through any media. The Eligible Customer acknowledges that CML is authorized to process his/her personal data provided pursuant to this Campaign in accordance with its respective data privacy policies. For CML's data privacy policy, please refer to <https://www.caltex.com/my/privacy-statement-and-personal-data-protection.html>.

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