

## Caltex “Wave & Win with Visa payWave” Campaign Terms and Conditions

1. The Caltex “Wave & Win with Visa payWave” 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 20 November 2017 to 19 March 2018, 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 Visa Credit Cardmembers and Visa Debit Cardmembers 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, prepaid cards etc.
5. For the avoidance of doubt, participating Visa Credit Cardmembers including principal and supplementary credit card accounts shall be consolidated and not be viewed individually.
6. The following categories of persons shall NOT be eligible to participate in 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, each Visa payWave payment for any purchase amount successfully transacted at any authorized payment terminal (i.e. Automated Fuel Dispenser terminal, Indoor Payment terminal and Bank EDC terminal) at any Caltex Station, shall be eligible as one (1) Entry.

Example:

- ✓ *An RM70.00 Visa payWave credit card purchase of Techron® RON95 petrol successfully transacted at Caltex Automated Fuel Dispenser terminal through its contactless acceptance function shall be eligible for the Campaign.*
  - ✓ *An RM10.00 Visa payWave debit card purchase of Caltex Mart items successfully transacted at Caltex Indoor Payment terminal or Bank EDC terminal through its contactless acceptance function shall be eligible for the Campaign.*
8. By performing the Visa payWave contactless transactions in the manners stated in Clause 7, the principal Visa Credit Cardmembers and Visa Debit Cardmembers automatically participate in the Campaign.
  9. The tracking of the Visa payWave transactions is based on the transaction dates and/or time (Malaysian Time) as captured by 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.
  10. 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

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

- (i) Monthly Prizes

Subject to the Terms and Conditions herein, each principal Visa Credit Cardmember and Visa Debit Cardmember shall be eligible to win a maximum of one (1) monthly prize throughout the Campaign Period. Details of the Prizes are as follows: -

<b>Periods</b>	<b>No. of Monthly Prize Winners per Period</b>	<b>Monthly Prize per Winner</b>	<b>Total amount of Monthly Prizes per Period</b>
20 Nov 2017 – 19 Dec 2017	8	Caltex StarCash worth RM5,000.00	Caltex StarCash worth RM40,000.00
20 Dec 2017 – 19 Jan 2018	8	Caltex StarCash worth RM5,000.00	Caltex StarCash worth RM40,000.00
20 Jan 2018 – 19 Feb 2018	8	Caltex StarCash worth RM5,000.00	Caltex StarCash worth RM40,000.00
20 Feb 2018 – 19 Mar 2018	8	Caltex StarCash worth RM5,000.00	Caltex StarCash worth RM40,000.00

(ii) Grand Prize

Subject to the Terms and Conditions herein, each principal Visa Credit Cardmember and Visa Debit Cardmember shall be eligible to win a maximum of one (1) Grand Prize throughout the Campaign Period. Details of the Grand Prize are as follows: -

<b>Period</b>	<b>No. of Grand Prize Winner</b>	<b>Grand Prize</b>	<b>Total amount of Grand Prize</b>
20 Nov 2017 – 19 Mar 2018	1	Mercedes-Benz C200 AMG Line worth RM254,888.00 and Caltex StarCash worth RM10,000.00	RM264,888.00

(iii) For the avoidance of doubt, a Monthly Prize Winner from any of the Monthly Prize Periods shall be eligible to win the Grand Prize as well.

## Winners Selection

12. After the end of each Monthly Period and/or the Campaign Period, each Entry will be randomly serialized with a 7-digit serial number. Sorting will be done on all serialized Entries to shortlist the smallest 7-digit serial number(s).
13. The winning Entry(ies) shall be shortlisted for the respective Prizes as follows: -
- (i) 1<sup>st</sup> until 8<sup>th</sup> shortlisted Entries from each Monthly Period shall receive the Monthly Prizes (subject to Clause 16).
  - (ii) Shortlisted Entries for the Monthly Prizes shall be from transactions recorded at all authorized payment terminals (i.e. Automated Fuel Dispenser terminals, Indoor Payment terminals and Bank EDC terminals) at Caltex Stations.
  - (iii) 1<sup>st</sup> shortlisted Entry from the entire Campaign Period shall receive the Grand Prize (subject to Clause 16).
  - (iv) Shortlisted Entry(ies) for the Grand Prize shall only be from transactions recorded at the Automated Fuel Dispenser terminals at Caltex Stations.

## Announcement of Winners and Prizes Fulfillments

14. Announcement of Winners shall be within 8 weeks after the end of each Monthly Period and/or the Campaign Period, through the Organizers' websites and/or by any other means of notification the Organizers may select.

15. Shortlisted Cardmembers shall be contacted by their card issuer banks. Only principal Cardmembers will be contacted.
16. In the event the shortlisted Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s); or the shortlisted Cardmember wish to withdraw from the Campaign upon being contacted, he/she shall be deemed disqualified from the Campaign. The Next(s)-In-Line shortlisted Cardmembers shall then be contacted and potentially be rewarded with the relevant Prize(s).
17. 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 Cardmember(s).
18. Fulfillment and delivery of the Grand Prize shall be provided by Mercedes-Benz Malaysia authorized dealer in Malaysia, i.e. Cycle & Carriage Bintang Berhad.
19. 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.
20. The Grand Prize Winner shall claim the prize on his/her own accord and expenses, which includes registration with Jabatan Pengangkutan Jalan (JPJ) before the prize presentation ceremony, road tax and insurance coverage, and any other additional and incidental expenses.
21. All Prizes are non-transferable to 3<sup>rd</sup> party, non-exchangeable for cash or any other alternatives of similar value in any circumstances.

## General Rules

22. By participating in the Campaign, Visa Cardmembers 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) the Winners agree to sign a Declaration and Release Form to this effect.
23. The decisions of the Organizers in relation to the Campaign shall be final and binding on all aspects of the Campaign.

24. 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.
25. 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.
26. 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 Organizer.