

**Participation Agreement 2023/24 Caltex Voice of Users Campaign (“Campaign”).**

**Organizer:**

- This Campaign is organized by Chevron Singapore Pte. Ltd. (“Chevron”). Your participation is in the Campaign is voluntary and is subject to the terms and conditions set out herein and as may be revised by Chevron from time to time at its sole discretion. By taking part in this Campaign, the Campaign Entrant shall be deemed to have read, understood and agreed to these terms and conditions.
- The Campaign will commence on 1 September 2023 and conclude on 31 December 2023 (“Campaign Period”)

**Eligibility:**

- This Campaign is open only to invited participants (“Campaign Entrant”).

**Mechanics:**

- By participating in the Campaign, the Campaign Entrant agrees to voluntarily provide a record and review of his/her journey using Caltex with Techron® according to requirements and guided instructions provided by Chevron and Chevron’s appointed media agency.
- Campaign Entrants will receive \$200 worth of StarCash and 1 bottle of Techron® Concentrate Plus at the start of the Campaign as a token of appreciation for their participation. Campaign Entrants must only use Caltex with Techron® throughout the Campaign Period. During the Campaign, Campaign Entrants are required to purchase at their own cost Caltex with Techron® at any Caltex petrol station throughout Singapore.
- Other than as expressly set out in these terms, no cash or other alternatives will be offered or provided to Campaign Entrants. Chevron reserves the right to substitute or replace the tokens of appreciation at any time in its sole discretion.

**Other Terms and Conditions:**

- This Campaign is not valid with other campaigns, offers, discounts, rebates, vouchers, privileges or promotions.

- By joining in the Campaign, the Campaign entrant agrees to keep confidential (a) any and all information regarding the Campaign (including business, technical, and other information), data, knowledge, ideas, and work that is disclosed or made available directly or indirectly to Campaign Entrant by Chevron in any tangible or intangible form, (b) any and all information that Campaign Entrant learns, discovers, develops or creates in connection with this Campaign, (c) the existence of the Campaign, the fact that parties are entering into this agreement and the terms of this agreement (collectively the “Confidential Information”) and shall not disclose any Confidential Information to any other person without the prior written consent of Chevron. “Confidential Information” does not include information that is any of the following: (A) available generally to the public, or (B) independently made available without restriction to Campaign Entrant by a person with a legal right to do so. Chevron makes no representations or warranties, express or implied, regarding the materiality, quality, accuracy or completeness of the Confidential Information. Chevron has no liability for and Campaign Entrant waives any claim regarding, (A) any errors or omissions in the Confidential Information and (B) any use, interpretation, or reliance upon the Confidential Information by Campaign Entrant.

- Chevron will be collecting, using, processing and disclosing personal data of Campaign Entrants for purposes of verifying their identity, contacting them, conducting and administering this Campaign, publicity, marketing and advertising purposes (“Purposes”). The personal data Chevron will collect include the following :

Full Name

CaltexGO Registered Email

Phone Number

Other non personal information that Chevron will collect for the purpose of this Campaign includes vehicle models, brand of fuel currently used by Campaign Entrant(s).

Campaign Entrant may choose not to provide the above information. However, if Campaign Entrant chooses not to provide this information, Chevron will not be able to consider the Campaign Entrant for selection to participate in this Campaign. By joining in this Campaign and providing the personal data asked, the Campaign Entrants agree that Chevron may collect, use and disclose their personal data for the Purposes.

For Chevron’s data privacy policy, please refer to <https://www.caltex.com/sg/privacy-statement.html>. If the Campaign Entrant has any questions in relation to the use and disclosure of his/her personal data or wishes to request access to and/or correction of his/her personal data, he/she may do so by writing in to <https://www.caltex.com/sg/privacy-statement.html>.

- During the Campaign, Campaign Entrant may have his/her photos/ videos taken by or on behalf of Chevron for sharing on Caltex Social Media. The Campaign Entrant irrevocably consents without royalty or other compensation of any kind, to the use, for any lawful purpose, including but not limited to advertising and trade purposes worldwide, by Chevron of his/her name, voice and any portraits, likeness, pictures, images, video, film and photographs of him/her (hereinafter “Images”) taken by or on behalf of Chevron and reproductions of the same in any form, in any medium, including on the World Wide Web, hereby releasing

Chevron from all liability arising from use of Images including what he/she might deem as a misrepresentation of himself/herself by virtue of distortion, optical illusions or faulty mechanical reproductions. Campaign Entrant agrees that all such Images whether plates, transparencies, negatives, film, video, audio, electronic, digital, and/or any medium now or hereafter utilized connected therewith are and shall remain the property of Chevron. All copyrights, rights of publicity and other intellectual property rights in Images shall belong to Chevron, and if requested, Campaign Entrant will execute any additional agreements to evidence these rights. Campaign Entrant further agrees to the use of statements made by him/her about Chevron and its various activities for advertising and trade purposes by Chevron.

- Chevron shall not be responsible or liable for any claim, loss or damage whatsoever arising out of or in connection with the Campaign or the tokens of appreciation awarded. To the extent permitted by applicable law, Campaign Entrant releases, waives and disclaims any and all liabilities or claims, including those which arise out of negligence, against Chevron (including its parent company, subsidiaries, affiliates, officers, board members, agents, employees, volunteers) which is or may be incurred or suffered by Campaign Entrant (including personal injury, death, damage to vehicle or other property, legal costs) resulting or in any way connected to Campaign Entrant's participation in the Campaign and/or use of Caltex with Techron® or any other Chevron products.
- Chevron reserves the right to amend the Campaign mechanics, terms and conditions or cancel the Campaign entirely at any time and in its sole discretion without any liability or prior notice to Campaign Entrant.
- Chevron's decisions on all matters relating to this Campaign shall be final and binding. Chevron will not enter into any correspondence or communication with any party in relation to such decisions.
- To the fullest extent permitted by law, Chevron: (a) makes no warranties (express or implied) in respect of merchantability or fitness for the use and no guarantees are given or implied in the quality, safety and/or performance of the products given; (b) will not be responsible or liable for any damage to property of any kind resulting (wholly or partially, directly or indirectly) from acceptance, possession or use of the products given or the quality, safety, or fitness for use or suitability of the products given; and (c) shall not be liable for any direct, indirect, punitive, incidental, special, and consequential damages whatsoever arising out of or connected with the use or misuse of the products given.
- These terms and conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore and Campaign Entrant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

- Each provision herein is severable and any determination of invalidity does not affect any other provision
  
- A person who is not a party to these terms and conditions has not right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these terms and conditions.