

## **TERMS & CONDITIONS WIRA CALTEX CAMPAIGN (“CAMPAIGN”) (UPDATED 20 OCTOBER 2024)**

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

1. Organizer
  - 1.1. The WIRA CALTEX Campaign (“Campaign”) is organized by Chevron Malaysia Limited (“Chevron” or the “Organizer”) via the Project Coordinator - IINFIN SME Sdn Bhd (“IINFIN”).
2. Eligibility
  - 2.1. General Eligibility Requirements
    - 2.1.1. All Caltex station staff that are employed by Caltex Stations in Malaysia either on a full time or part time basis during the Campaign period;
    - 2.1.2. Registration of existing and future staff will be through the WIRA CALTEX website - <https://wiracaltex.com> whereby they will be classified as **Station Staff**; and
    - 2.1.3. All registered and eligible Station Staff (“Eligible Participant”) will be required to abide by the Terms and Conditions of the Campaign.
    - 2.1.4. Participation of WIRA CALTEX will be on the portal - <https://wira.retailbuzz.com.my/> until further notice by the Organizer.
  - 2.2. Not eligible
    - 2.2.1. The following staff/individuals are not eligible for participation in the Campaign:
      - 2.2.1.1. Caltex Station’s management team including shareholders, retail partners, their family members and station managers. If they wish to participate in Wira Caltex, they are not eligible to win any prize and are required to declare to the Project Coordinator should they be participating in a Tie Breaker Session or selected to be a winner based on points achieved.
      - 2.2.1.2. Staff that have resigned before the announcement of winners every quarter on [www.retailbuzz.com.my](http://www.retailbuzz.com.my) and/or [www.wiracaltex.com](http://www.wiracaltex.com).
3. How To Participate in WIRA CALTEX
  - 3.1. Eligible Participants need to login and answer questions that appear on the portal - <https://wira.retailbuzz.com.my/> until further notice by the Organizer.
  - 3.2. WIRA CALTEX Campaigns are conducted quarterly and the starting and end date of the Campaign will be listed on <https://wira.retailbuzz.com.my/> and/or <https://www.wiracaltex.com>.
  - 3.3. Questions will appear from Monday to Friday during the Campaign period. Questions will be updated daily from Monday to Friday and valid from 12:00am (00:00 hours) until 11:59pm (23:59 hours).
  - 3.4. One (1) Point will be given for each question answered correctly. No points will be given for incorrect answers.
  - 3.5. At the end of each Campaign period, the top ten (10) Eligible Participants with the most points will be declared the winners for the quarter.
  - 3.6. Winners will receive the following: -

1st Prize	- RM200 gift voucher, certificate and 1st prize badge, feature story in Caltex Retail Buzz
2nd Prize	- RM150 gift voucher, certificate and top 10 prize badge
3rd Prize	- RM100 gift voucher, certificate and top 10 prize badge
4th Prize	- RM50 gift voucher, certificate and top 10 prize badge
5th Prize	- RM30 gift voucher, certificate and top 10 prize badge
Consolation(x5)	- RM20 gift voucher, certificate and top 10 prize badge

- 3.7. All winners will be contacted via the official WIRA CALTEX WhatsApp Number at +6010-8441779.
- 3.8. In the event of a tie for any of the top 5 positions, the Eligible Participants will be contacted by Chevron or the Project Coordinator where:-
  - 3.8.1. The Eligible Participants in each tier will need to participate in a Tie Breaker Session on the Mentimeter portal ([www.mentimeter.com](http://www.mentimeter.com)) on a designated date and time set by Chevron.
  - 3.8.2. Non or late participation in the Tie Breaker Session on the Mentimeter portal will automatically disqualify the affected Eligible Participant from being a potential prize winner for that quarter's WIRA CALTEX Campaign.
  - 3.8.3. The Eligible Participants in each tier will be given five (5) multiple choice questions in English and Bahasa Melayu on the screen. Points will be given by the system based on how quick the Eligible Participants answer the questions correctly.
  - 3.8.4. The winner's sequence will be determined based on the number of points accumulated after all five (5) questions have been answered on the Mentimeter portal.
  - 3.8.5. The Project Coordinator will through the WIRA CALTEX WhatsApp Number inform the Eligible Participants participating in the Tie Breaker Session on how many winners will be selected from the particular Tie Breaker Session.
  - 3.8.6. Each quarter will only see a maximum of ten (10) winners as prescribed in Clause 3.6.
- 3.9. The Project Coordinator will courier the Wira Caltex winners' prizes to the retail partner or the relevant station management personnel for distribution to the winning staff at their station.
- 3.10. All prizes are given on an "As Is" basis and are not exchangeable, transferable, in part or in full.
- 3.11. List of winners will also be posted on the Retail Buzz portal ([www.retailbuzz.com.my](http://www.retailbuzz.com.my)).

#### 4. General Terms and Conditions

- 4.1. All correspondences regarding the WIRA CALTEX campaign will be conducted through the official WIRA CALTEX WhatsApp Number at +6010-8441779
- 4.2. IMPORTANT NOTE: Any communication to the Eligible Participants of this Campaign will not contain any request to disclose financial, credit card or bank account details. If in doubt, please contact IINFIN at +6010-8441779 to verify the authenticity of the communication.
- 4.3. By participating in this Campaign, the Eligible Participant expressly agrees and consents to:
  - 4.3.1. be bound by these terms and conditions and the decisions of the Organizers concerning this Campaign;
  - 4.3.2. grant to Chevron and IINFIN and its authorized advertising or media agencies all consents and waivers necessary for the Eligible Participant's name, likeness and personal data generated from this Campaign to be used for publicity, marketing and advertising purposes worldwide, without limitation and without compensation, in any manner whatsoever in any part of the world as Chevron or IINFIN shall in its sole discretion deem fit;
  - 4.3.3. allow Chevron and IINFIN to disclose to any third party the Eligible Participant's personal data for any and all purposes in relation to this Campaign and any other related business activity;
  - 4.3.4. hold harmless and indemnify Chevron and IINFIN from any loss or damage suffered during delivery of prizes.
- 4.4. The records of participation maintained by IINFIN shall be final and conclusive.
- 4.5. Chevron's decision on all matters relating to this Campaign 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 Campaign.
- 4.6. Chevron reserves the right to disqualify the submissions if the Participants do not comply with any of the terms and conditions herein.
- 4.7. 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.

- 4.8. Chevron reserves the rights at its absolute discretion to change, vary, delete or add to any of these terms and conditions without prior notice.
  - 4.9. Chevron, its affiliated companies, parents, subsidiaries, advertising and promotional agencies, and all their respective officers, directors, employees, representatives and agents 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 Campaign 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 Campaign.
  - 4.10. 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 Campaign.
  - 4.11. Chevron reserves the right to cancel, terminate, suspend or replace this Campaign (or any part thereof) with or without any prior notice and shall not be liable for any claim or compensation in respect of such cancellation, termination, suspension or replacement.
  - 4.12. 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 Participants and third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign and/or use of the prizes by the winner, even if Chevron has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
  - 4.13. The total and aggregate liabilities of Chevron and IINFIN, to the extent not excluded in these Terms and Conditions, shall be limited to RM100 only.
5. Personal Data Protection Act 2010 ("PDPA"):
- 5.1. By entering this Campaign, all Eligible Participants consent to the use of their Personal Data by the Organizers for the running of this Campaign, for any publicity of the Campaign in any form and through any media, and to receive notices on future promotions and marketing campaigns by Chevron.
  - 5.2. The Eligible Participant acknowledges that IINFIN and Chevron are authorized to process his/her personal data provided pursuant to this Campaign in accordance with their respective data privacy policies. For Chevron's data privacy policy, please refer to <https://www.caltex.com/my/privacy-statement-and-personal-data-protection.html>
  - 5.3. Any failure by the Eligible Participant to disclose the personal data required may result in disqualification from the Campaign.