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PETRONAS DAGANGAN BERHAD
PETRONAS PRIMAX97 WITH PRO-RACE
“POWER TO MOVE BEYOND”
DIGITAL CAMPAIGN 2024
TERMS AND CONDITIONS

1) Organizer:

PETRONAS Dagangan Berhad (“PDB”), (hereinafter collectively referred to as the “**Organiser**”), will be organizing the Power to Move Beyond digital campaign 2024 (hereinafter referred to as the “**Campaign**”).

- a) The following terms and conditions apply in respect of the Campaign. By participating in the Campaign, you agree to be bound by the terms and conditions herein, including any terms that may have been amended from time to time, without limitation or qualification.

2) Eligibility:

- a) The Campaign is open to all Malaysian citizens, subject to fulfilling ALL the following requirements:
- i) Participants must be registered and active PETRONAS Mesra Rewards Loyalty Programme members (hereinafter referred to as “Mesra Rewards Members”), excluding users of physical Mesra Cards.
 - ii) Participants must hold Malaysian citizenship; and
 - iii) Participants must be aged eighteen (18) and above.

Mesra Rewards Members who fulfil all the above-mentioned requirements shall be hereinafter referred to as “Participant” or “Participants.”

- b) The following individuals are **NOT ELIGIBLE** to participate in the Campaign:
- i) Permanent or contract employees of the PETRONAS Group of Companies, including the Organiser and their immediate family members (including fathers, stepfathers, mothers, stepmothers, siblings, spouses, children, stepchildren and adoptive relationships);
 - ii) PETRONAS station dealers, PETRONAS crews and their immediate family members (including fathers, stepfathers, mothers, stepmothers, siblings, spouses, children, stepchildren, and adoptive relationships); and
 - iii) Employees of third-party service providers of the Organisers, their permanent and/or contract employees, and their immediate family members (including fathers, stepfathers, mothers, stepmothers, siblings, spouses, children, stepchildren and adoptive relationships).
- c) In the event a Participant is found to be ineligible at any point of time during or after the Campaign Period as set out in Clause 3 hereinbelow, PDB reserves the right, at its sole discretion, to disqualify the said Participant and to cancel, withdraw and/or to recall any prize awarded to the said Participant. In the event where the said Participant has benefitted from the prize, the said Participant agrees and undertakes to reimburse

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PDB for the costs relating to the prize; otherwise, PDB reserves its right to initiate any legal action it deems necessary against the said Participant.

3) Campaign Period:

- a) The Campaign will be conducted from 15 November 2024 to 31 December 2024 (hereinafter referred to as the "Campaign Period"), inclusive of both dates. Any updates or changes will be communicated by PDB on its 'PETRONAS Brands' social media platforms and the official 'MyMesra' website.
- b) The spending and submission period, for Participants to qualify for the prize(s) during the Campaign Period, is as per the table below (hereinafter referred to as the "Spending and Submission Period"):

Prize Category	Spending and Submission Period
Phase 1	12.00 am, 15 November 2024 to 11.59 pm, 30 November 2024
Phase 2	12.00 am, 1 December 2024 to 11.59 pm, 14 December 2024
Phase 3	12.00 am, 15 December 2024 to 11.59 pm, 31 December 2024

4) Campaign Mechanics:

- a) Participants will qualify for entries for the Campaign based on the following:
 - i) Minimum spend of RM50 per transaction at any PETRONAS stations of the following product:
 - a) PETRONAS Primax 97 with Pro-Race;
 - ii) Participants are to visit MyMesra website [<https://www.mymesra.com.my/power-to-move-beyond>]
 - iii) To submit your participation, participants are to follow the instructions and provide the necessary information requested, as follows:
 - a) Full Name per NRIC
 - b) Mobile number
 - c) Email address
 - iv) To upload your PETRONAS Primax 97 with Pro-Race fuel transaction receipt.
 - v) Complete a few questions and submit a creative slogan (eg: *What is your expectation from Primax-97 to fuel your days?*)
 - vi) Multiple submissions are allowed if the fuel transaction receipts are not from the same transaction. One receipt with a minimum spend of RM 50 on PETRONAS Primax 97 with Pro-Race = 1 submission for the campaign.

Commented [AM1]: Do we need email address?

Commented [NZ2R1]: Yes, for us to email them the Setel Voucher but yes another way is to crosscheck in our system to retrieve their email from their mobile number but sometimes ada yg tak update la or none. Suggest to include but later on can crosscheck also if needed

Commented [AM3R1]: @M Amirun Nafis M Fari
[MARCOM/PDB] please do include email address in the DPIA. Tq

Commented [AM4]: Should we also mention that more submissions doesn't necessarily improve their chances of winning? Just to manage expectations that its not about the number of submissions.

Commented [NZ5R4]: We usually don't highlight this in T&C as we don't want to stop customers from being excited & come back & spend with us.

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vii) Winners of this sub-campaign will be selected based on the Organizer's judging criteria for the *creative slogan* submitted, as follows:

- a) Product relevance and Creativity
- b) Appropriate Content (non-political, non-violent, non-sexual etc.)

viii) Participants are to also **follow PETRONAS Brands social media account**, as follows:

- a) Instagram account: www.instagram.com/petronasbrands
- b) Facebook account: www.facebook.com/PETRONASBrands

- b) All valid transactions require Mesra Rewards Members to key-in their mobile number or use the Setel app with the PETRONAS Mesra Rewards membership activated to qualify for the Campaign entry(s).
- c) Any transaction or payment made by swiping the physical Mesra Card will NOT QUALIFY to participate in the Campaign.
- d) Example Scenarios:

Customer Transaction Amount	Spending On	Mesra Rewards membership or Setel app transaction	Eligible to enter Prize Drawing?
RM50	Primax 95 with Pro-Drive	Swipe with physical Mesra Card	No
RM50	Primax 97 with Pro-Race	Payment via Setel app with Mesra Card activated in the app	Yes
RM 50	Primax 97 with Pro-Race	Payment via Setel app without Mesra Card activated in the app	No
RM50	Snacks from Mesra	No Mesra Rewards Loyalty Membership	No
RM 60	Primax 97 with Pro-Race	No Mesra Rewards Loyalty Membership	No
RM45	Primax 97 with Pro-Race	Keying-in mobile number that is registered with Mesra Rewards membership	No
RM 50	Primax 97 with Pro-Race	Keying-in mobile number that is registered with Mesra Rewards membership	Yes

- e) All entries recorded throughout the Campaign Period that meet the criteria together with its respective number of entries will automatically qualify for the draw at the end of each respective phase.

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- f) Participants are required to ensure that the Mesra Rewards membership used to participate in the Campaign is registered under their own name with a valid NRIC number. Participants who do not meet these requirements will be disqualified and will not be eligible to be in the running for the Campaign Prizes.
- g) At the end of each of the three phases within the Campaign Period, fifty (50) winners will be selected by PDB Marketing Strategy and Communications (MARCOM), based on the criteria set by the Organizer. PDB's decision on all matters relating to this Campaign (including the selection of winners) shall be final and binding. No enquiries on winners' selection will be entertained.
- h) The list of winners per phase will be announced within 10 working days post the completion of each phase respectively.
- i) The winners will be contacted by PDB and verification will be conducted to qualify them to win their prizes.
- j) Each Participant will only be entitled to win one (1) prize throughout the Campaign Period.

5) Campaign Prizes

- a) The prizes are as follows:

Prize Category	Spending and Submission Period	Prize (Per Winner)	Winner Quantity	Winner Announcement
Phase 1	12.00 am, 15 November 2024 to 11.59 pm, 30 November 2024	i. RM250 Setel Voucher	50	13 December 2024 (at the latest)
Phase 2	12.00 am, 1 December 2024 to 11.59 pm, 14 December 2024	i. RM250 Setel Voucher	50	27 December 2024 (at the latest)
Phase 3	12.00 am, 15 December 2024 to 11.59 pm, 31 December 2024	i. RM250 Setel Voucher	50	15 January 2024 (at the latest)

- b) The prize is exclusive to the respective winner and cannot be transferred, exchanged or substituted with any alternative item, reward, or prize.

6) Uncaptured Submissions & Transactions via the Setel App or Mobile Number Key-in Feature:

In the event that during the Campaign Period, a Mesra Rewards Member's transaction(s) via their Setel account or the mobile number key-in feature does not capture for any reason whatsoever, PDB and Setel reserves the right to exclude the

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said transaction(s) amount from the Campaign. Nonetheless, PDB and Setel will make reasonable efforts to take any such steps that would enable Mesra Rewards Members to participate in the Campaign.

7) Prize Fulfilment:

- a) Setel Voucher will be delivered directly to the winners' registered email address that has been registered with PDB within sixty (60) working days upon notification of winners on PDB's website or through other means as notified by PDB. Setel Voucher will be deemed delivered to the winners immediately upon transmission (as recorded on the device from which the sender sent the e-mail provided that the sender does not receive a failure of delivery notification)

8) Other terms:

- a) CardTerus is a payment method on the Setel app that allows Participants to pay for fuel and PETRONAS Mesra store items directly with their credit card, debit card or prepaid card without the need to top-up their Setel wallet.
- b) All eligible entries will be captured for fuel purchases but will be **capped at a maximum of RM1,500 per Participant per campaign phase (14-15 days)** for the draw.
- c) Smartpay customers are **NOT** eligible to participate in this Campaign.
- d) Participants must ensure that the Mesra Rewards membership used to participate in the Campaign is registered under their own name with a valid NRIC number. Participants who do not meet these requirements will be disqualified and ineligible for the Campaign prizes.
- e) Duplicate/invalid receipts will be disqualified.
- f) Each Participant will only be entitled to win **one (1) prize only throughout the Campaign Period**.
- g) Prizes cannot be transferred or exchanged and PDB has full discretion to substitute prizes of equal or greater value. Winners will be contacted via phone call by PDB for verification to qualify for their prizes. In the event a shortlisted Participant is unreachable via telephone, PDB shall reserve the right to select another shortlisted Participant. The next-in-line shortlisted Participant shall then be contacted and may, potentially, be rewarded with the prize.
- h) Winners will be contacted **ONLY** via phone call by PDB for verification to be qualified to win their prizes.
- i) In the event that PDB opts to contact the potential winners by phone and is unable to get through to the potential winners due to any reasons whatsoever such as the call being out of coverage, unanswered or out of service, PDB will then make another one (1) attempt to contact the potential winners within one (1) hour. Where such attempts are unsuccessful, PDB hereby reserves the right to select the next potential winners, repeating the same process until a winner is identified.
- j) Winners will be announced via PDB's website at www.mymesra.com.my and [@petronasbrands](https://www.instagram.com/petronasbrands) official social media.

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- k) All winners shall be bound by further terms and conditions as determined by PDB at its sole discretion.
- l) PDB reserves the right at any time at its absolute discretion, without prior notice, to substitute any of the prizes with other items of similar or higher value. PDB reserves the right to choose the specifications of the prizes and PDB's decision on this matter is final.
- m) All costs, fees and/or expenses incurred or to be incurred by the winners in relation to the Campaign and/ or claim of the prizes, which shall include but not be limited to the cost of transportations, accommodation, meals, personal costs and/or other costs, are the sole responsibility of the winners.
- n) By entering or participating in the Campaign, Participants hereby fully and unconditionally agree and accept all the terms and conditions herein contained and agree that the decisions of PDB regarding the Campaign and all matters relating to or in connection thereto are final and binding. No queries, appeals or correspondences will be entertained.
- o) Non-compliance by the Participants and/or winners with any of the terms and conditions herein contained shall entitle PDB to disqualify any entry and/or revoke any prizes awarded.
- p) The Organiser reserves the right to cancel, shorten, extend, suspend, or terminate the Campaign at any time prior to the expiry of the Campaign Period without prior notice to Participants. For the avoidance of doubt, any cancellation, extension, suspension, or termination of the Campaign at any time prior to the expiry of the Campaign Period shall not entitle the Participants to claim any compensation from the Organiser for any and all losses or damages suffered or incurred by the Participants as a result of the said cancellation, extension, suspension, or termination. The Organiser also reserves the right to amend, modify, delete, or change any of the terms and conditions herein contained at any time at its absolute discretion without prior notice. Continued participation in the Campaign following any such changes and/or amendments shall constitute the Participant(s) unconditional acknowledgment, understanding, agreement and acceptance of such changes in respect of the terms and conditions.
- q) The Organiser reserves the right to use the names, addresses, photographs, information, and documents of the Participants and/or winners as materials in advertisements and other form of publicity for the current and future marketing purposes from time to time without prior notice to the Participants and/or winners and the Participants and winners shall not claim ownership of the material. Participation of the Participants in the Campaign constitutes their consent to such use, without further notice, payment, or consideration.
- r) Winners shall participate in all marketing and promotional activities, as and when required by the Organiser, including but not limited to, conferences, interviews, roadshow, and relevant events.
- s) The Organiser shall not be held responsible or liable for any claims of loss or damage to property or personal injury or loss of life by the Participants, winners and/or any party resulting from or arising out of or in connection with this Campaign or the prizes given under this Campaign.
- t) These terms and conditions prevail over any provisions or representations contained in any brochure or other promotional materials advertised under this Campaign. The Organiser is the final authority to decide on the interpretation of these terms and conditions and as to any other matters relating to this Campaign. For any enquiries,

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please call MESRALINK at 1-300-22-8888.

9) Personal Data

By participating in the Campaign, Participants are deemed to have agreed and consented to the collection, processing, use, disclosure, and retention by the Organiser of their personal data in the manner as set out in the Personal Data Notice given pursuant to Section 7 of the Personal Data Protection Act 2010, which can be viewed at <https://www.mymesra.com.my/about-us/policies-notice/petronas-dagangan-berhad-privacy-statement>

10) Definitions

In these Terms and Conditions:

- a) "Loyalty Programme" shall mean as the PETRONAS Mesra Rewards Loyalty Programme run and managed by PDB.
- b) "Mesra Rewards Membership" shall mean those arrangements under the PETRONAS Mesra Rewards membership specified by PDB by which a Member agrees to participate in the Loyalty Programme.
- c) "Mesra Card" shall mean the PETRONAS Mesra Rewards Loyalty Programme Membership card, or other variations of PETRONAS Mesra Card designated by PDB as such whether in the form of physical or digital card.
- d) "PETRONAS Group of Companies" shall mean PETRONAS, its subsidiaries, any holding company of PETRONAS and all other subsidiaries of any such holding company as the case may be from time to time.