

# “Fuel & Win with Visa at PETRONAS”

## Terms and Conditions

### A. Contest Period:

1. The contest period will run from **1 June 2019 to 31 August 2019**, both dates are inclusive (“**Contest Period**”).
2. The “Fuel & Win with Visa at PETRONAS” (“Campaign”) is in joint promotion by PETRONAS Dagangan Berhad (“**PDB**”) and Visa International (Asia Pacific) LLC – Malaysia Representative Office (“**Visa**”) (collectively, the “**Organiser**”) and is subject to the terms and conditions contained herein.

### B. Eligibility:

1. The Contest is open to all new and existing principal or supplementary cardholder(s) of Visa Credit, Debit or Prepaid card **issued in Malaysia by any authorized financial institutions**. (“Participants”).
2. This Contest is open to all Setel application users who are Visa Credit, Debit or Prepaid card holders that are residing in Wilayah Persekutuan, Selangor and Putrajaya.
3. The Campaign is open to all Participants, except for the following category of persons who are **NOT ELIGIBLE** to participate in this Campaign:
  - a) Permanent / Contract employees of the Organiser and their immediate family members, specially defined as their father, mother, spouses and children;
  - b) PDB station dealers and Crew PETRONAS and their immediate family members, including their father, mother, spouses and children;
  - c) Employees of advertising and promotional agencies for PDB and their immediate family members, including father, mother, spouses and children.
  - d) Employees of Setel Ventures Sdn. Bhd.(“Setel”), employees of advertising and promotional agencies for Setel and their immediate family members including father, mother, spouses and children

### Campaign Mechanics:

1. Every spend of **RM30 and above** in a single transaction receipt with any **Visa Credit, Debit or Prepaid card** at any PETRONAS stations in Malaysia will entitle for ONE (1) entry;  
for example: -
  - a) **Example 1:** Participant spend RM30 on fuel in a single transaction at PETRONAS station using Visa Credit card, Participant will obtain one (1) entry.
  - b) **Example 2:** Participant spend RM90 on fuel and Kedai Mesra items in a single transaction at PETRONAS station using Visa Debit card, Participant will obtain three (3) entries.

2. Every top up of RM30 in a single transaction via the Setel application with any **Visa Credit, Debit or Prepaid card** to get one (1) entry for the running of the prizes.
  - a) **Example 3:** Participant top up RM30 on Setel application using a Visa Credit card in a single transaction, Participant will obtain one (1) entry.
  - b) **Example 4:** Participant top up RM100 on Setel application using a Visa Debit card in a single transaction, Participant will obtain three (3) entries.
3. No contest and registration form are required for the Campaign.
4. Participants who linked their Mesra card to their Setel account will also earn Mesra points when they pay for their petrol purchases via the Setel application. Any transaction that is reversed or cancelled shall be excluded from eligibility.
5. By the end of the Campaign period, winners will be selected by the Organiser via computerized selection system, witnessed by the appointed committees from PDB, VISA, Setel and PDB's internal auditor. The Organiser's decision on all matters relating to this Campaign (including the selection of winners) shall be final and binding. No correspondence relating to selection of the winner(s) shall be entertained.
6. The winner(s) will be contacted either by the Bank, the Organizers and/or their representative via telephone. The winner(s) will be asked ONE (1) skill-testing question and upon answering correctly only the winner(s) are entitled to win the prize(s).
7. In the event winner(s) is unreachable via telephone, the Organiser shall reserve the right to select another winner.
8. The Organiser have the sole and absolute discretion in determining the eligibility to participate in the Campaign and/ or to receive the prizes. If the Organiser discover, at any time, whether during or after the Campaign Period that any Participants has failed to comply with the terms and conditions contained herein, the Organiser shall reserve the right to disqualify the person from participating in the Campaign and or receiving the prizes.

#### **Uncaptured Transactions:**

1. In the event during the Contest Period, Participants who top-up their Setel account using their Visa Credit, Debit or Prepaid card but the transactions are not captured, Setel reserves the right to exclude the transaction amount in the running of the Contest.
2. Nonetheless, Setel will on best effort basis subject to the transaction(s) captured by Setel application to enable the Participants to be eligible for the running of the Contest prizes.

#### **Prizes:**

1. Each winner can only win ONE (1) prize from the Campaign.
2. Details of the Prizes are as follows: -
  - **Grand Prize x 1 winner:** Mercedes-Benz C200 Avantgarde
  - **Consolation Prize x 5 winners:** RM 3,000.00 worth of PETRONAS Gift Card for each winner;
3. The Grand Prize shall exclude vehicle registration fee, road tax and insurance/takaful coverage. Winner shall be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as result of and/or related to their acceptance of the prize.

4. Grand Prize winner is required on their own accord and expenses to register with the Road Transport Department Malaysia (Jabatan Pengangkutan Jalan Malaysia).
5. The winners will be announced through the Organisers' websites and/or by any other means of notification that the Organiser may select.
6. The winners shall be required to attend prize(s) presentation ceremony(ies) at their own costs and expenses

**Other Terms and Conditions:**

1. By participating in the Campaign, the Participants are deemed to have agreed and consented to the collection, processing, use, disclosure and retention by PDB 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/Policies\\_and\\_Notice-@-PDPA.aspx](https://www.mymesra.com.my/Policies_and_Notice-@-PDPA.aspx)
2. All winners of the Campaign consent to the use of their personal data by the Organiser for the running of the Campaign and or any events or publicity of the Campaign in any form or through any media and this includes, without limitation, to the use, reproduction and or distribution of the Winner(s)' photograph(s), image(s) or likeness by the Organiser, its Affiliates and or its agencies, without compensation, for any purpose which it deems fit in the conduct of its business, including without limitation, the promotion, marketing, advertisement or publication of the Winner(s)' photograph(s), image(s) or likeness in relation to the Campaign.
3. All winners recorded by the Organiser shall be final and conclusive. No correspondence relating to selection of the winners shall be entertained.
4. All cost, fees and/or expenses incurred and or to be incurred by the winners in relation to the Contest and/or to receive the Prize, which shall include, but not be limited to, the cost of transportations, accommodations, meals, personal costs and/or other costs, are at the sole responsibility and cost of the winners.
5. The Organiser shall be entitled to amend any of the terms and conditions stipulated herein without prior notice. No compensation in cash or kind shall be given to any party as a direct or an indirect result of such amendment of the terms and conditions herein.
6. The Organiser reserves the right to cancel, shorten, extend, suspend and or terminate the Campaign Period at any time prior to the expiry of the Campaign Period without prior notice. The Organiser also reserve the right to vary, modify, delete and or change any of the terms and conditions herein contained at any time at its absolute discretion without prior notice. For the avoidance of doubt, any cancellation, extension, suspension and or termination of the Contest Period at any time prior to the expiry of the Campaign Period shall not entitle the Participant(s) to claim any compensation from the Organisers for any and all losses and or damages suffered or incurred by the Participant(s) as a result of the said cancellation, extension, suspension and or termination.
7. The PETRONAS Gift Card are valid for use until the date specified on the gift card and are subject to the relevant terms and conditions applicable to their usage. If they remain unused or unredeemed after any specified date, the said gift card shall not be replaced.
8. For the avoidance of doubt, if the Prize(s) (where the Prize(s) are in the form of gift card) are used for a value less than the amount stated on them, the difference shall not be refunded. If

the value of the Prize(s) is less than the value of the item(s) purchased, the winners shall be required to pay the difference.

9. All Prize(s) are non-transferable and not exchangeable for cash or any other items or packages.
  10. The title in the Prize(s) and any risk of loss or damage to the Prize(s) shall pass to the winners upon delivery of the Prize(s) to such winners. The Organiser shall not be liable for or obliged or replace any defective, lost, damaged or stolen Prize(s) where such defect, loss and or damage in respect of the Prize(s) is not due to the fault and/or negligence of the Organiser.
  11. The Organiser reserve the right to substitute the Prize(s) if deemed necessary.
  12. Each participant(s)/winner(s) agrees that he/she shall enter the Contest at his/her own risk and shall be responsible for all risks of participating in the Contest and or usage of the Prize(s). The Company shall not be liable for any damages, losses, claims, costs or proceedings incurred and or suffered by any person(s) as a result of their participation in the Campaign and/or usage of the Prize(s).
  13. The Campaign is governed by the laws of Malaysia and all disputes are subject to the exclusive jurisdiction of the courts of Malaysia.
  14. The invalidity or unenforceability for any reason of any part of the terms and conditions herein contained shall not prejudice or affect the validity or enforceability of the remaining parts and each part of the terms and conditions herein contained is distinct and at all times severable from the rest of the terms and conditions herein contained.
  15. The Organiser are the final authority to decide on the interpretation of the terms and conditions herein contained and as to any other matters relating to the Contest.
  16. For enquiries, please contact MESRALINK at 1 300 22 8888.
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