

## TERMS & CONDITIONS FOR THE TYREPLUS – CALTEX CASH BACK PROMOTION (“PROMOTION”)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, CHEVRON MALAYSIA LIMITED (“**CHEVRON**”), AND MICHELIN MALAYSIA SDN BHD (“**MICHELIN**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Promotion is jointly organised by Chevron Malaysia Limited and Michelin Malaysia Sdn Bhd (“**Organisers**”).

2. **Promotion Period:**

- Promotion Period (“**Promotion Period**”): 15th February to 15th March 2021.

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 8 years and above as of 15<sup>th</sup> February are eligible to participate in the Promotion.
- Only individuals are eligible to participate in the Promotion. Groups, organisations and company entries are **not eligible**.

3.2. **Not eligible**

- The following individuals are not eligible for participation in the Promotion:
  - Employees of the Organisers and its related corporations and their immediate family members.
  - Employees of any party, including but not limited to agents of the Organisers, dealers and/or retailers, which is directly involved in organising, promoting or conducting the Promotion.
  - Individuals engaging or are, in the Organisers’ opinion, likely to engage in sub-wholesale, resale or sale of the Eligible Products to downstream distributors or retailers.

3.3. **Scope of Eligible Purchases**

Products shall qualify for the Promotion (“**Eligible Products**”) only if they meet all of the following criteria: -

3.3.1. the purchase of any products listed in the table below:

SKU No.	Item Name
500003LPL	Havoline ProDS Fully Synthetic SAE 10W-50 API SN (4L)
500002LPL	Havoline ProDS Fully Synthetic LE SAE 5W-40 API SN (4L)
500286LPL	Havoline ProDS Fully Synthetic ECO 5 SAE 5W-30 API SN+ (4L)
500285LPL	Havoline ProDS Fully Synthetic ECO 5 SAE 0W-20 API SN+ (4L)
500285LXL	Havoline ProDS Fully Synthetic ECO 5 SAE 0W-20 API SN+ (3L)
500005LPL	Havoline Synthetic Blend SAE 10W-40 API SN (4L)
500201LPL	Havoline Synthetic Blend SAE 5W-30 API SN (4L)

3.3.2. the purchase must be made from participating TYREPLUS dealers;

You can find out the participating TYREPLUS dealers by using the dealer locator in TYREPLUS’s website, as follows <https://tyreplus.com.my/dealers>.

3.3.3. the products must be purchased within the Promotion Period as indicated in the proof of purchase.

4. **How to Participate.**

4.1. To qualify for the Promotion, participants must purchase a minimum of one (1) and up to a maximum of two (2) units of the Eligible Product(s) in a single invoice or receipt.

4.2. Upon confirmation of purchase, dealers will provide the cash back to participants in accordance with and subject to Clause 5 of these Terms and Conditions.

- 4.3. The Promotion may not be used together with any other promotions, contests, offers or discounts, unless otherwise stated.

**5. Cash Back.**

- 5.1. Cash back are provided strictly on a first-come, first-served basis, and only while stocks of the Eligible Product last.
- 5.2. The cash back values are determined as follows:

SKU No.	Item Name	Cash Back (RM)
500003LPL	Havoline ProDS Fully Synthetic SAE 10W-50 API SN (4L)	40.00
500002LPL	Havoline ProDS Fully Synthetic LE SAE 5W-40 API SN (4L)	40.00
500286LPL	Havoline ProDS Fully Synthetic ECO 5 SAE 5W-30 API SN+ (4L)	40.00
500285LPL	Havoline ProDS Fully Synthetic ECO 5 SAE 0W-20 API SN+ (4L)	20.00
500285LXL	Havoline ProDS Fully Synthetic ECO 5 SAE 0W-20 API SN+ (3L)	20.00
500005LPL	Havoline Synthetic Blend SAE 10W-40 API SN (4L)	20.00
500201LPL	Havoline Synthetic Blend SAE 5W-30 API SN (4L)	20.00

**6. Claiming the Cash Back.**

- 6.1. Cash back is to be given at the point of purchase from the applicable TYREPLUS dealers. For the avoidance of doubt, you cannot make Eligible Purchases from one dealer and claim the cash back from another dealer.
- 6.2. Each dealer has only limited quantity of the Eligible Product eligible for the cash back. You may check with the dealer if any Eligible Products are still available for cash back.
- 6.3. For the avoidance of doubt, the cash backs are only available while stocks of the Eligible Product last and the Organisers will not and is not liable for replenishing the Eligible Products to the dealers.
7. The Organisers, its related and associated companies, and its agencies and companies associated with this Promotion disclaim any and all liability arising from this Promotion and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Promotion, submission and/or usage of the Gift(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The participant undertakes that they shall not bring any claims or actions against the Organisers or its related and associated companies arising out of the operation of the Promotion, whether in contract, tort or otherwise.
8. The participant hereby grants the Organisers the right to use, keep, and / or share any personal information you have provided for purpose of this Promotion, including all personal data submitted by the participant, in accordance with the Organisers' Privacy Policy. For information on Chevron's Privacy Policy, please see [www.chevron.com](http://www.chevron.com) , and on Michelin's Privacy Policy, please see [www.michelin.com.my](http://www.michelin.com.my). For information on If the participant would like to unsubscribe from the Organisers' mailing list and do wish not to be contacted in any way for future promotions and other marketing activities, please contact Chevron at [www.chevron.com](http://www.chevron.com) or Michelin at [www.michelin.com.my](http://www.michelin.com.my) with your name, the mailing or email address and contact number which we use to contact you.
9. The Organisers' decision is final and binding. In the event of any dispute arising from the Promotion or relating to the interpretation of these Terms and Conditions, the decision of the Organisers on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
10. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in the Organisers' sole and absolute discretion, you will immediately be disqualified from the Promotion. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm

any of Organisers' websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

**ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF THE ORGANISERS' WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANISERS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. No waiver. The Organisers' failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
12. Modification of these Terms and Conditions, etc. The Organisers may unilaterally modify these Terms and Conditions and/or unilaterally withdraw or terminate the Promotion at any time whatsoever without any liability towards anyone whatsoever.
13. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
14. Severability. Each of the provisions of these Terms and Conditions shall apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remainder of these Terms and Conditions will remain in effect and these Terms and Conditions will be modified to give effect to the eliminated provision to the maximum extent possible.
15. Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law and is subject to all applicable laws.

## **PRIVACY NOTICE**

The personal data you provide to the Organisers pursuant to this Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. Entries submitted without the personal data required will be discarded. The Organisers may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact Chevron at [www.chevron.com](http://www.chevron.com), and Michelin at [www.michelin.com.my](http://www.michelin.com.my).

## **NOTIS PRIVASI**

Data peribadi yang anda beri kepada Penganjur menurut Promosi ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. Penganjur mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehadakan pemprosesan kami, sila berhubung dengan Chevron di [www.chevron.com](http://www.chevron.com) dan Michelin di [www.michelin.com.my](http://www.michelin.com.my).