

Cards

PETRONAS GIFT CARD



These are the terms and conditions relating to the purchase and use of the PETRONAS Gift Card (hereinafter referred to as "Gift Card").

By purchasing and/or using the Gift Card, you agree to be bound to the following terms and conditions:

1. INTERPRETATION

1.1 In this terms and conditions;

a) PETRONAS means PETRONAS DAGANGAN BERHAD (PDB) .

b) You a person who is in the possession of the Gift Card either by purchase or by gift for the purpose of using the Gift Card as a payment method at the PETRONAS Station nationwide subject to these terms and conditions.

c) PETRONAS Station means all and/or any participating PETRONAS Station in Malaysia and any other PETRONAS (including Mesra Convenience Stores) outlets as will be advised from time to time.

d) MESRALINK is our customer service centre hotline which can be contacted at 1-300-88-8181 from Monday to Saturday (7.30 am until 11.00 pm) and Sundays (8.00 am until 8.00 pm).

2. DATABASE OWNERSHIP

2.1 Registration of the Gift Card is necessary as it will be record in the customer database for references.

2.2 PDB and the Programme respect the privacy of the Members. Members shall ensure that all personal details provided to PDB are accurate at the point of submission and that PDB is kept updated of any change in these personal details. Member hereby irrevocably and unconditionally agrees that the database shall be held in a database system managed by PDB

2.3 PDB reserves the right to suspend indefinitely the Membership Account, Member's Points, all accompanying Qualifying Transactions and Qualifying Redemptions, if sufficient data and/or personal information are not provided by the Members

2.4 By accepting and using the Gift Card, the Members give and shall be deemed to have given their irrevocable consent to allow PDB and/or their respective holding companies, subsidiaries, associates, partners, Merchants and Other Merchants or related corporations to use, process, disclose, transfer or to deal with the Member's database in whatever manner and for whatever purposes as PDB shall deem fit without prior notice or for the purposes of disclosure under the law or any court order or other governmental or regulatory bodies requirement.

2.5 Members further acknowledge and confirm that all the information provided is true and complete and irrevocably and unconditionally agree to be bound by the Terms and Conditions of the Programme attached to the Registration Form and available at Online Website or designated websites as will be inform from time to time. Members also irrevocably consent to receive short message service (SMS) broadcast and other text, image, multimedia, email and other types of broadcast from PDB on promotions and other matters.

3. **USAGE OF THE GIFT CARD**

3.1 by presenting your Gift Card at participating PETRONAS Station, the participating PETRONAS Station will accept the Gift Card as method of payment. The amount of your purchased items will be deducted from the current value on your Gift Card. The Gift Card can be used in full or part payment for any products purchased from PETRONAS Stations.

3.2 There is no cash exchange or return for Gift Card purchases but any unused balance in the Gift Card can be stored for future purchases at any PETRONAS Station.

3.3 If you wish to purchase any products of higher value than the available value in the Gift Card, such difference can be paid by cash, credit card and/or any other payment methods accepted by PETRONAS Stations which shall be advised from time to time.

3.4 Please keep the Gift Card safe and treat it like cash. No refund of the balance in the Gift Card is allowed due to any reasons including but not limited to theft, damage and loss of the Gift Card. The Gift Card is not a credit, debit or loyalty card.

3.5 The Gift Card can be used to purchase petroleum products at participating PETRONAS Stations and goods from Mesra Store (excluding e-pay and Touch and Go reloads). PETRONAS reserves the right to change from time to time the products which can be paid using the Gift Card without further notice to you.

3.6 The Gift Card can be accepted by participating PETRONAS Stations namely at the Outdoor Payment Terminal ("OPT"), Indoor Payment Terminal ("IPT") or Electronic Data Capture ("EDC") terminal. The Gift Card can only be accepted if the OPT, IPT and/or EDC are functioning at the time of the purchase. PETRONAS does not warrant that the OPT, IPT and/or EDC will be functional at any particular PETRONAS Station at any particular time.

3.7 The Gift Card will not allow diesel usage in Peninsular Malaysia unless it is approve by the PETRONAS due to special cases.

3.8 For Sabah and Sarawak, Diesel usage is allowed for Gift Card as well as Petrol and other products.

4. **BALANCE INQUIRY, GIFT CARD RELOAD AND PURCHASE**

4.1 The Gift Card can be reloaded at most PETRONAS Stations. Visit <http://www.mymesra.com.my> ("My Mesra website") in order to find out which PETRONAS Station provides Gift Card reload services.

4.2 The initial value for the Gift Card upon purchasing is Ringgit Malaysia Thirty (RM 30.00) while the subsequent top up value allowed starts from Ringgit Malaysia Ten (RM 10.00).

4.3 It is your responsibility to ensure that all details and amount reloaded is correct after each time you reload your Gift Card. No claim of wrongly reloaded amount will be entertained once you leave the PETRONAS Station.

4.4 Cashier is responsible to input the top up amount in the system and two copies of receipt will be printed;

a) Station's copy (Customer is REQUIRED to sign receipt)

b) Customer's copy

4.5 Balance inquiry can be made at the Indoor Payment Terminal ("IPT") situated inside the PETRONAS Station.

4.6 Customer will receive purchase receipt as a proof of buying for future reference.

5. **REPLACEMENT CARD**

5.1 If a Gift Card becomes faulty or damaged due to a manufacturing or technical defect, you may file a complaint to Mesralink and request for a replacement Gift Card. Any request for a replacement Gift Card must be supported with the existing faulty Gift Card which will have to be returned back to PETRONAS.

5.2 Card replacement will not be entertained without original Gift Card being returned back to PETRONAS.

5.3 A replacement fee of Ringgit Malaysia Fifteen (RM 15) will be charged for any successful request for a replacement card.

6. **LOST OR STOLEN CARD**

6.1 PETRONAS shall not be liable for any loss or damages suffered by you due to any lost or stolen Gift Card.

6.2 You shall use all precautions to prevent the loss and/or theft and/or unauthorized use of the Gift Card. PETRONAS shall not entertain any request for balance refund or monetary claims on remaining value due to the lost or stolen Gift Card.

7. **TERMINATION**

7.1 PETRONAS may, at its own discretion, terminate the Gift Card program/service by giving sixty (60) calendar days' notice of termination. Notice of such termination may be sufficiently sent by way of publication on the My Mesra website or notification by way of announcement at our PETRONAS Station. Alternatively in lieu of notification by way of publication on the My Mesra website or notification by way of announcement at the PETRONAS Station, PETRONAS at its sole discretion may give notice of such termination of the Gift Card program by advertising in at least two (2) local newspapers circulating in Malaysia.

7.2 You will have sixty (60) calendar days inclusive of the date of such notice as mentioned in Clause 6.1 to utilize the remaining value available in the Gift Card. Your failure to receive such notice or to read such publication shall not be construed as failure by PETRONAS to notify you. All balance remaining unused at the end of the 60-days' period shall become void and non-refundable.

7.3 Gift Card without any transaction (inactive) after 6 months will be blocked as a mean of unused card.

8. **INDEMNITY AND LIABILITY**

8.1 PETRONAS (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and the participating PETRONAS Service Station shall not be liable to you or any third party authorized by or claiming through you for any loss, damage, cost, expenses, actions, suits, claims and demand whatsoever, whether direct, indirect, special or consequential, of loss of business, revenue or profits or of any nature suffered by you or any person for any loss, damage or injury caused or suffered by a person arising from the usage of the Gift Card including but not limited to :

- a) Any failure in the OPT and/or IPT and/or EDC terminal to operate which results to the inability of the participating PETRONAS Station to accept payment by way of the Gift Card;
- b) Any malfunction or unauthorized use of the Gift Card caused by your negligence in handling and using the Gift Card;
- c) Any act, omission, error, fault or delay by PETRONAS (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and the participating PETRONAS Station in relation to the operation of the Gift Card;
- d) Any act by PETRONAS arising from the act of providing and allowing the usage of the Gift Card.
- e) Any other event which will be advised from time to time.

9. **GENERAL**

9.1 The Gift Card remains PETRONAS's property at all times.

9.2 To the maximum extent permitted by law, the liability of PETRONAS (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and participating PETRONAS Station, in all circumstances, is limited to the total amount available in the Gift Card or the sum Ringgit Malaysia Three Hundred (RM 300.00), whichever is lower.

9.3 PETRONAS shall hold no liability in the event that any participating PETRONAS Station refuses to accept the Gift Card for any reason whatsoever.

9.4 Any dispute regarding the good and/or services purchased with the Gift Card must be directed to Mesralink within two (2) days of the said dispute.

9.5 The Gift Card terms and conditions are governed by and shall be construed in accordance with the laws of Malaysia. You hereby expressly submit to the non-exclusive jurisdiction of the courts of Malaysia.

9.6 If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions should not be affected.

9.7 PETRONAS is the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Gift Card.

9.8 PETRONAS assumes no responsibility for any technical failure of the Gift Card system including but not limited to failure in the OPT, IPT and/or EDC or due any other reason that results in the Gift Card not being accepted by any participating PETRONAS Stations.

9.9 PETRONAS reserves the right to amend these terms and conditions from time to time when it reasonably considers necessary to do so. Reasonable notice

shall be posted on My Mesra website as a notification of the said amendment(s). Please take note that your continued usage of the Gift Card after any amendment(s) being made to these terms and conditions shall constitute your unconditional acceptance to the amendment(s) made.

9.10 PETRONAS shall not be liable for any loss or inconvenience faced by you resulting from the amendment(s) of these Terms and Conditions.

9.11 All communications and/or correspondences by PETRONAS, either by way of notification at the My Mesra website and/or the PETRONAS Station, advertisements and/or any other media deemed fit shall immediately supersede the previous communication and/or correspondence with regards to the same matter, unless expressed and clearly stated otherwise.

9.12 Any notice to be given pursuant to these terms and conditions shall be sufficiently sent to you by way of notification at the PETRONAS Station and/or publication on the My Mesra website. Alternatively, in lieu of notification at the PETRONAS Station and/or publication on the My Mesra website, at the sole discretion of PETRONAS, such notification can be made through advertisement in at least two (2) local newspapers circulating in Malaysia.

9.13 Any communications to be given by you to PETRONAS in relation to these terms and conditions can be made by calling Mesralink or by sending it in writing either by email to mesralink@petronas.com.my or mailing it to the following address:

PETRONAS Customer Experience Centre
PETRONAS Dagangan Berhad
Suite A-1-1 Hampshire Place Office
157 Hampshire, No 1 Jalan Mayang Sari
50450 Kuala Lumpur