

# TERMS AND CONDITIONS OF PETRONAS “World Constructors’ Championship “3X Juara Dunia”” CAMPAIGN

## 1.0 Campaign Description

PETRONAS Dagangan Berhad (“PDB”) is the organiser of this “World Constructors’ Championship “3X Juara Dunia”” Campaign (“Campaign”).

Sale of Limited Edition Mercedes WCC “The Triple” T Shirt to the top spending Mesra members at 50% discount (“Offer 4”)

## 2.0 Eligibility

This Campaign is open to all registered Mesra Card members, holding Malaysian citizenship, aged eighteen (18) and above (“Mesra Card Members”)

## 3.0 Campaign Period

Offer 4 shall run from 16 January-15 March 2016, both days inclusive (“Campaign Period”)

## 4.0 Campaign Mechanics

- 4.1 Top 4,900 Mesra Card Members (Public) and 100 (PETRONAS Staff) who spend the highest cumulative amount on PETRONAS Primax (“Qualifiers”) will be entitled to purchase Limited Edition Mercedes T Shirt at RM100.00 (GST inclusive).
- 4.2 Customers are required to present and swipe Kad Mesra during the payment transaction in order to be eligible for the Campaign. (No registration form is required, participation can only be made via electronic transaction)
- 4.3 Minimum cumulative purchase of PETRONAS Primax during campaign period is RM400.00.
- 4.4 The Qualifiers will be selected by computerised selection from the pool of eligible Customer at the end of Campaign Period.
- 4.5 PDB will communicate to the Qualifiers either via SMS or Email on the offer to allow the qualifiers to purchase the t shirt online via a microsite. The T shirt will then be delivered to the qualifiers’ specified address .
- 4.6 Each Qualifier can only be entitled to purchase ONE (1) T shirt per campaign and will be offered ONE(1) week to complete the order.
- 4.7 PDB will communicate to the next group of qualifiers after the 1<sup>st</sup> week and will continue to offer to the others until all 5,000 T shirts are sold out.
- 4.8 All Qualifiers shall be bound by further terms and conditions as determined by PDB at its sole discretion.
- 4.9 PDB’s decision on all matters relating to this Campaign (including the selection of Qualifiers) shall be final and binding. No enquiries on the winners’ selection will be entertained.
- 4.10 In the event a Customer is found to be ineligible at any point of time during or after the Campaign Period, PDB reserves the right to disqualify the said customer and to cancel/withdraw/recall any Offer(s), whichever is applicable, from the said customer. If the said customer has enjoyed the Offer or any part thereof, he or she hereby agrees and undertakes to indemnify PDB for the cost of the Offer, failing which, PDB shall have the right to initiate any action it deems necessary against the said customer.

## 5.0 Miscellaneous

- 5.1 PDB reserves the right to disqualify entries that are ineligible or due to any reasons whatsoever as PDB may, in its absolute discretion deem fit.
- 5.2 PDB reserves the right at anytime, at its absolute discretion and without prior notice, to substitute any of the Offer with other items of similar or higher value.

- 5.3 PDB, its employees, its holding, subsidiary or affiliate companies, employees of the PETRONAS group of companies, and PETRONAS station dealers and participating partners shall not be liable to the customer or any other party for any loss or damage of whatsoever nature suffered by customer as a result of the Offer, participation or non-participation in the Campaign or as a result of any act or omission on the part of PDB in connection with the Campaign.
- 5.4 By accepting the Offer, Customers shall be deemed to have unconditionally accepted all the Terms and Conditions of this Campaign and the Customers further (i) agree to co-operate and comply with all PDB's reasonable requests in connection with the Campaign; (ii) agree to the disclosure to, storage of, processing of and use of his personal details by PDB and its relevant service providers for the purpose of the organising, promoting and conducting the Campaign; (iii) agree for the use of his name and photograph to be used for the purpose of organising, promoting and conducting the Campaign; and (iv) consent to receiving promotional, marketing and other publicity information from PDB from time to time.
- 5.5 The Terms and Conditions herein contained shall prevail over any provisions or representations contained in any brochure or other promotional materials advertised under this Campaign.
- 5.6 All Winners are obliged, if required by PDB, to attend the prize presentation ceremony and other publicity programmes organised by PDB in connection with this Campaign as and when required at the Winners' own cost, unless expressly provided for by PDB.
- 5.7 PDB reserves the right to publish or display the names and photographs of the Winners for advertising and publicity purposes without any compensation to such Winners.
- 5.8 PDB reserves the absolute right at any time without assigning any reasons to alter, modify, change or vary the Campaign's Terms and Conditions contained herein, wholly or in part at its absolute discretion. Customers may view the updated Campaign's Terms and Conditions on PDB's website at [www.mymesra.com.my](http://www.mymesra.com.my)
- 5.9 PDB 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. For avoidance of doubt, any cancellation, extension, suspension or termination of the Campaign Period at any time prior to the expiry of the Campaign Period shall not entitle the Customers to claim any compensation from PDB for any and all losses or damages suffered or incurred by the Customers as a result of the said cancellation, extension, suspension or termination.
- 5.10 PDB, its employees, its holding, subsidiary or affiliates companies, employees of the PETRONAS group of companies, and PETRONAS station dealers and participating partners shall not be liable for any default due to any act of natural calamities, war, riot, strike, lock out, industrial action, fire, flood, drought, storm or any event beyond their reasonable control.
- 5.11 By participating in the Campaign, Customers are deemed to have agreed and consented to the collection, processing, use, disclosure and retention by PDB of your 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 [www.mymesra.com.my/pdpa](http://www.mymesra.com.my/pdpa)
- 5.12 Any failure by PDB in enforcing any of these Campaign's Terms and Conditions in any instance(s) does not constitute a waiver of such term and/or condition.
- 5.13 PDB is the final authority to decide on the interpretation of these Terms and Conditions and as to any other matters relating to this Campaign
- 5.14 For any further enquiries on the Campaign's Terms and Conditions, please contact us at MESRALINK at **1 300 22 8888**.