

## MEMBERS' TERMS & CONDITIONS

The PETRONAS Mesra Loyalty Programme is owned, operated and managed by PETRONAS Dagangan Berhad. By applying for and/or using the PETRONAS Mesra Card, you agree to be bound by the following terms and conditions:

### 1.0 Definitions

#### 1.1 In these terms and conditions:

"Account" or "Membership Account"	-	shall mean the PETRONAS Mesra Loyalty Programme membership account.
"Convenience Store"	-	shall mean all Mesra Convenience Stores and Mini Mesra Convenience Stores at PETRONAS Stations only.
"Fuel Purchases"	-	shall mean such grades and brands of PDB's petrol and automotive diesel sold at the PETRONAS Station.
"In-Store Redemption"	-	shall mean all Qualifying Redemption done by Members at the PETRONAS Convenience Stores.
"Loyalty Programme" or "Programme"	-	shall mean the PETRONAS Mesra Loyalty Programme run and managed by PDB.
"Member"	-	shall mean any member accepted by PDB for Programme membership, unless otherwise specified, and "Members" shall be construed accordingly.
"Membership"	-	shall mean those arrangements under the PETRONAS Mesra Card membership specified by PDB by which a Member agrees to participate in the Programme and receives Points by purchasing Qualifying Items from Outlets and so qualifies for qualifying Redemption Items under these terms and conditions.
"Mesralink"	-	shall mean the PETRONAS Dagangan Berhad customer service and call center which can be contacted at 1-300-22-8888
"Money"	-	shall mean the legal tender of Malaysia, which is Ringgit Malaysia, in all denominations.
"Merchant"	-	shall mean PETRONAS stations and MESRA Convenience Store where Qualifying Transactions with which Points will be earned or special privileges, promotions and benefits used or with which Programme Points can be redeemed, under the Programme.
"Other Merchants"	-	shall mean other participating merchants of this Programme, where Qualifying Transactions with which Points will be earned and/or special privileges, promotions and benefits used and/or with which Programme Points can be redeemed, under the Programme.
"Outlet"	-	shall mean both Merchants and Other Merchants outlets.
"PDB"	-	shall mean PETRONAS Dagangan Berhad.
"Points"	-	shall mean all Points earned by means of the Qualifying Transactions of the Programme.
"PETRONAS Mesra Card" or "Mesra Card" or "Kad Mesra"	-	shall mean the PETRONAS Mesra 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
"Qualifying Items"	-	shall mean all goods and/or services in Merchant and Other Merchants subject only to the items which are designated and/or specified by PDB as suitable for Qualifying Transactions. PDB reserves the right to amend the list of Qualifying Items at any time without prior notice to Members.
"Qualifying Redemptions"	-	shall mean all members point redemption transactions, in accordance with PDB's redemption's Terms and Conditions.
"Qualifying Transactions"	-	Shall mean all transactions, as specified by PDB, at its own discretion that qualifies the Member for the accumulation of Points. This shall also represent all forms of special privileges, promotions and benefits afforded to Members under the Programme.
"Redemption Channels"	-	various redemption methods/avenues such as Outlets, Website or Setel App or any other channels defined by PDB for the purpose of Member Points redemption
"Redemption Items"	-	shall mean the goods and/or vouchers and/or services offered to Members in exchange for the sufficient amount of Points. PDB reserves the right to amend the list of Redemption Items at any time without prior notice to Members.
"System"	-	shall mean the retail automation system available at all Outlets.
"Website"	-	shall mean the PETRONAS Mesra Loyalty programme registration / login website at app.setel.my or mymesra.com.my or any other website as designed by PDB from time to time with prior notice to Member

## 2.0 Membership Card

- 2.1 Each applicant is responsible for the registration and activation of membership (hereinafter referred to as "Registration") via the Website, the Setel App or via Mesralink.
- 2.2 Members are responsible for the timely and accurate updating of all personal information. PDB shall not be responsible for any untoward incidences resulting from inaccurate, incomplete, and insufficient information on Members. PDB shall also not be responsible for any loss of data or information or for any loss that may occur to any Member in the event of failure of PDB's database system or for any other reason whatsoever.
- 2.3 All new Members will automatically receive one (1) month free Personal Accident (PA) benefit coverage of up to RM50,000 which will be effective from the 1st day of the following month. Members' information (including Personal Data as defined in Clause 7.5) will be shared with Shieldcard Holdings Sdn. Bhd. who is the holder of the insurance policy to register Members for the PA benefit coverage and PDB's Merchant for this purpose.
- 2.4 The PETRONAS Mesra Card is a Member identification card for the Programme only. The PETRONAS Mesra Card is not a charge, credit, debit or personal identification card, and therefore shall not be used as such.
- 2.5 PETRONAS Mesra Card is not transferable and shall not be assigned to any other party. The PETRONAS Mesra Card is the property of PDB. Points, and any rights they confer, cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Members' Terms and Conditions. Points shall have no cash or monetary value and are not exchangeable for Money.
- 2.6 Members are deemed to have accepted and agreed to abide to the Members' Terms and Conditions herein when applying for and/or using the PETRONAS Mesra Card. Membership will commence upon the first time Members use the PETRONAS Mesra Card and earn Points. Members are fully responsible for the PETRONAS Mesra Card issued by PDB for usage in the Programme. Members who use the Mesra Card in digital form on the Setel App will be further subjected to Setel's Terms and Conditions as issued and revised by Setel Ventures Sdn Bhd, the owner and operator of Setel App, from time to time.
- 2.7 Only one PETRONAS Mesra Card membership is available per person.

## 3.0 Qualifying Transactions

- 3.1 Members are required to use their PETRONAS Mesra Card by swiping their physical Mesra Card at the Outlet or by linking and activating their Digital Mesra Card via Setel App or website to be entitled to collect Points for their Qualifying Transactions.
- 3.2 PDB may, from time to time, at its sole discretion, identify and communicate clearly, transactions by Members that qualify as a Qualifying Transaction. Members are then awarded Points accordingly based on completed and successful Qualifying Transactions only.
- 3.3 Each Member is awarded 1 point for every litre of Fuel Purchases and 1 point for RM 1 spent on Qualifying Transactions at the Convenience Store at PETRONAS stations (limited only to the purchases of Qualifying Items).
- 3.4 Points will be awarded based on a rounding off to the nearest round integer value, as illustrated in the following example:

Transaction	Points Earned	Total Points Balance
50.345 Litres of Petrol.	50 Points	50 Points
RM 36.45 on Qualifying Items in the Convenience Store.	36 Points	86 Points (50+36)
35.866 Litres of Petrol.	36 Points	122 Points (86+36)
RM 24.75 on Qualifying Items in the Convenience Store.	25 Points	147 Points (122+25)

Members who link their PETRONAS Mesra card and pay via the Setel App may be awarded bonus points for every transaction. PDB reserves the right to amend the number of Points awarded for every Ringgit and/or litre spent with the Merchant without prior notice to Members.

- 3.5 Points will not be awarded for controlled items, such as cigarettes, mobile top ups, e-Pay transactions at the Merchants, unless stated otherwise.
- 3.6 The Points issued by Outlets, will only become valid when notification of the issuance of such Points has been received and recorded by PDB in the relevant Membership Account. Similarly, other vouchers or rights issued or provided by Other Merchants which are convertible into Points, will only become valid when properly converted and notification of the issue of such Points has been received and recorded by PDB in the relevant Membership

Account. PDB will not be responsible for the delay or failure of any Merchant and/or Other Merchants in giving notification to PDB of the Points awarded to Members.

- 3.7 The Points and/or special privileges, promotions and benefits offered to Members by Other Merchants of this Programme, besides the Merchant shall be at the sole discretion of the Other Merchants. Other Merchants will determine the conditions under which they will permit Members to obtain Points from them and may change those conditions. The Issuance of Points by Other Merchant shall be a matter to be resolved between the Other Merchant and Members. PDB shall not be liable for any disputes and/or losses and expenses of any kind arising from such transactions.
- 3.8 PDB shall only credit into Membership Accounts with the Points that are awarded from Other Merchants which have a valid and binding agreement with PDB with respect to the Programme. The Agreement between PDB and Other Merchant must be in force at the time of purchase and the Other Merchant is not in breach of their agreement with PDB.
- 3.9 PDB shall not entertain any disputes arising from Members regarding issuance of Points from the Other Merchant once they have ceased to be Other Merchant for this Programme. PDB will also not record any Points from the Other Merchant once they have ceased to be Other Merchant.
- 3.10 PDB reserves the right to delay the recording of Points to Membership Accounts until it has been confirmed that the Points were properly issued or awarded, in accordance with the Members' Terms and Conditions of this Programme. PDB is not liable for any delay or error in the details of Membership Account, including its accumulation of Points.
- 3.11 PDB reserves the right not to record such Points where such confirmation cannot be obtained. Should such Points have already been recorded, PDB reserves the right to deduct the Points from the Membership Account.
- 3.12 PDB reserves the right, at its own discretion, within reasonable means and belief, to classify selected Qualifying Transactions as fraudulent transactions until proven otherwise, to protect the interest of the Programme and promote fairness to all parties concerned.
- 3.13 Should the Qualifying Transaction be null and void or a reversal be conducted, whether immediately or at a later time, or should the Member receive a refund from the Qualifying Transaction, the Points earned with respect to such transactions will be deducted from the Membership Account without any notification to the Members.
- 3.14 Members can check their available Points balance via the Setel App or website or by contacting Mesralink at: [mesralink@petronas.com](mailto:mesralink@petronas.com)
- 3.15 The outstanding balance of Points as recorded in the Membership Account maintained by PDB will be deemed correct. If a Member believes that there is an error in his/her account records, the Member must inform PDB in writing within fourteen (14) days of the date when the relevant account details were provided to the Member by PDB, failing to do so means the Members have accepted the account status.

#### **4.0 Qualifying Redemption**

- 4.1 Members with sufficient Points are eligible and obliged to use the PETRONAS Mesra Card by swiping and/or linking and activating their Mesra Card in the Setel App in order to be entitled for Qualifying Redemptions at Redemption Channels. Without completing the activation process, PETRONAS Mesra Card members are not able to perform any redemption.
- 4.2 PDB shall, from time to time, at its sole discretion, identify and communicate clearly, items and services that qualify or vice versa, as a Qualifying Redemption. Members can only redeem items and services that qualify as a Qualifying Redemption. PDB further reserves the right to revise, vary, delete or substitute all or part of the list of Qualifying Redemptions at any time, without prior notice to Members.
- 4.3 Qualifying redemptions at PETRONAS Convenience Stores should not include controlled items; such as cigarettes, mobile top ups, e-Pay transactions, unless stat otherwise.
- 4.4 A Qualifying Redemption can only take place upon complete registration & activation of Member's full account information in accordance to Clause 2.1.
- 4.5 A Qualifying Redemption can only take place upon successful update of Points to the Membership Account. Points will only be updated in the Membership Account after the Merchant and/or Other Merchant has duly notified PDB of the details of the relevant transactions.
- 4.6 The Points that will be deducted for a Qualifying Redemption would be based on a first in first out basis. The Points earned at the earliest date will be deducted first, followed by Points earned at later dates, until which the full Points required for the Qualifying Redemption is achieved.

4.7 The Points may be redeemed only upon verification of identity and such other particulars as may be required by PDB in accordance to Clause 4.1 and/or any methods of verification of identity which may be introduced by PDB from time to time.

4.8 Points to be used for In Store Redemption will be to the nearest rounded point, as illustrated in the following example:

<b>Transaction</b>	<b>Points Redeemed</b>	<b>Total Points Balance</b>
Balance Check	-	147 Points
Redemption of Item in Convenience Store worth RM 1.45	145 Points	2 Points (147 - 145)

4.9 Points calculations to be used for Qualifying Redemptions for Other Merchants shall be notified from time to time.

4.10 For Qualifying Redemptions offered by Other Merchants whether under special reward offer or construed as such based on offers of a limited time period and availability of stock, the redemption of such Redemption Items and/or Points shall be subjected to the special terms and conditions attached thereto and all use of the Qualifying Redemption shall be only valid for the specific period stated clearly or otherwise.

4.11 All Qualifying Redemption shall also be subjected to these Members' Terms and Conditions and other terms and conditions that may be set by the relevant Other Merchant(s) and PDB shall not be responsible for any loss and/or damage suffered by any of the Members for any failure on the part of such Member to adhere to any such terms and conditions either directly or indirectly. Any Qualifying Redemption with regard to vouchers and/or certificates shall only be valid at the relevant Other Merchant's outlet specifically stated on the said vouchers and/or certificates.

4.12 Alternative to the In-Store Redemption, the Members can choose to redeem via PETRONAS Mesra Card via online channels i.e. Website, Setel App, etc. of which the availability will be advised by PDB from time to time. Upon successful online Qualifying Redemption and/or any other various redemption methods/avenues implemented by PDB, where applicable, Members should allow for delivery of between four to six (4-6) weeks from the date the request is verified and identified positive.

4.13 Only completed Qualifying Redemption requests would be entertained. The Qualifying Redemption request will be processed upon positive identification of the Member and verification that the Member is entitled to redeem the desired Redemption Items. All completed requests received may not be exchanged, revoked, cancelled, returned, or refunded. Any failure on the part of the Members to do so for any reasons whatsoever may result in the loss of Points as no extension of time shall be entertained. PDB shall not be responsible for any items which may be lost in post.

4.14 Where applicable, Members are advised to examine the Redemption Items as soon as it is received. Any faulty and/or damaged Redemption Items must be returned to PDB failing which the necessary cost incidental for the returning of the Redemption Items shall be borne by the Member.

4.15 If a Redemption Items is damaged or defective in any way, PDB reserves the right, where applicable, to either replace with a similar item or to credit to the Membership Account for the number of Points redeemed to obtain the Redemption Items. Any notice of a damaged or defective Redemption Items must be made within seven [7] days from the date the Redemption Items is received, failing which any such complain and/or replacement will not be entertained.

4.16 Upon the Member making a Qualifying Redemption request via the Redemption Channels, the relevant number of Points will be deducted automatically and immediately from the Membership Account. The balance of Points in the Membership Account will continue to be valid and may be used to redeem further rewards, subject to the provisions of Clause 4.6 and Clause 4.7 and its sub-clauses of these Members' Terms and Conditions.

4.17 All Redemption Items are subject to availability of merchandise and to the Outlets restrictions. PDB shall, from time to time, at its own discretion, within reasonable means amend and revise the number of Points required for a Qualifying Redemption without prior notice to Members.

4.18 Save for Clause 4.13 and 4.14 above, all Redemption Items are non-returnable and non-refundable.

4.19 For Redemption Items that carry a warranty from its manufacturer, PDB makes no product representations or warranties, expressed or implied, and disclaims any and all liabilities, as to the condition, quality, merchantability or fitness for use of the products and/or services provided via this Programme. PDB will not be responsible for any loss or injury suffered by Members and/or third parties in connection with the use of such items.

- 4.20 Members expressly waive any rights or claims of liability against the Programme and/or PDB and/or any of its employees, Merchants and/or agents for any products or services provided under the Programme. PDB and/or its respective employees, Merchants and/or agents shall not be liable to the Members or any other party for any loss or damage of whatsoever nature suffered by the Members as a result of the Programme, participation or non-participation in the Programme or as a result of any act or omission on the part of PDB and/or its respective employees, Merchants, Other Merchants and/or agents in connection with the Programme. To the full extent permitted by applicable law, PDB and/or its respective employees, Merchants and/or agents shall not be liable for any indirect, consequential, incidental, special or punitive damages, including damages for loss of profits or revenues, business interruption or loss of business opportunities, arising from the Members' participation in this Programme and/or the redemption of Points through the Merchants or Other Merchants.
- 4.21 PDB reserves the right to refuse the Qualifying Redemption of any Redemption Items or recall the Redemption Items should PDB have any reason to suspect that the Points were fraudulently accumulated by Members or wrongly recorded.
- 4.22 Members are responsible for any taxes, that may be imposed by the relevant authority in connection of the Points obtained and the Qualifying Redemptions of items made by the Members. The Points are exclusive of any taxes and the amount of the taxes paid by Members will not be treated as Points.

## **5.0 Breach and Termination of Membership Accounts & Programme**

- 5.1 PDB may, at its own discretion, terminate Members (including their PETRONAS Mesra Card) from this Programme without prior notice to the Members. Upon termination, all accumulated and remaining Points shall become void and irredeemable for Redemption Items. Members are no longer able to qualify for any Qualifying Transactions at Outlets.
- 5.2 Termination of the Members from this Programme in accordance to Clause 5.1 shall happen under any of the following scenarios:
- 5.2.1 Should the Member fail to comply with any of these Members' Terms and Conditions, which includes any variation and/or addition thereto;
  - 5.2.2 PDB suspects that the Points were fraudulently accumulated provided in connection to the Programme;
  - 5.2.3 Abuse of any privilege accorded to the Member under the Programme;
  - 5.2.4 In the event of death of the Member.
- 5.3 PDB may, at its own discretion, terminate this Programme by giving sixty (60) calendar days' notice of termination. Notice of such termination may be sufficiently sent to Members by way of post (as per the latest most updated Membership Account information database), email, SMS, publication on the Website and/or Setel in-app notification or any other means to notify members. Alternatively, in lieu of notification by way of post and/or email and/or publication on the website, PDB at its sole discretion may give notice of such termination of the Programme by advertising in at least two (2) local newspapers circulating in Malaysia.

## **6.0 Expiry of Points**

- 6.1 Expiry of Points accumulated by the Members in the Membership Account shall happen after a period of thirty-six (36) months after the Points have been earned and not redeemed. Example as stated below:

<b>Date</b>	<b>Activity</b>	<b>Points Balance</b>
3rd January 2012	Member Earned 30 Points	30
15th January 2012	Member Earned 40 Points	70 (30+40)
13th February 2012	Member Earned 50 Points	120 (70+50)
1st March 2012 – 31st January 2015	Member Earned Cumulative of 5000 Points	5120 (5000+120)
31st January 2015	Expiry of Points Earned in January 2009	5050 (5120-70)
29th February 2015	Expiry of Points Earned in February 2009	5000 (5050-50)

## **7.0 Personal Data Policy**

- 7.1 PDB and the Programme respect the privacy of the Members. Members shall ensure that all personal data provided to PDB are accurate at the point of submission and that PDB is kept updated of any changes to such personal data. Members agree that any and all personal data provided to PDB shall be held in a database system managed by PDB and/or persons authorized by PDB.
- 7.2 PDB reserves the right to suspend indefinitely the Membership Account, Member's Points, all accompanying Qualifying Transactions and Qualifying Redemptions, if it is of the reasonable opinion that sufficient and accurate data and/or personal data have not been provided by the Members. Examples of insufficient data and/or personal data would include invalid, incorrect or inaccurate information provided to PDB whether on PDB's application forms or otherwise, incomplete or missing application forms or where PDB is not in receipt of such forms.

- 7.3 Members acknowledge that PDB is and/or may be required to share Member's personal data to its subsidiaries, other related corporations, Merchants and Other Merchants to facilitate redemptions and provision of other services and benefits to Members. By accepting, agreeing and using the PETRONAS Mesra Card, Members have herein unconditionally and irrevocably given consent to allow PDB and/or its holding companies, subsidiaries, associates, Merchants and Other Merchants or related corporations to use, process, disclose, transfer or to deal with the Member's personal data (if any) in whatever manner and for whatever purposes as provided for in the Personal Data Protection Act 2010 ("Personal Data Notice") or for the purposes of disclosure under the applicable laws or any court order or other governmental or regulatory bodies requirement.
- 7.4 Members further acknowledge and confirm that all the information provided to PDB whether verbally or in writing, are true, accurate and complete in all aspects, and unconditionally agree to be bound by the Members' Terms and Conditions.
- 7.5 By accepting and agreeing to this Agreement, participating in this Programme and/or by using the PETRONAS Mesra Card and/or continuously using the PETRONAS Mesra Card, Member further agree and consent for PDB and/or its respective holding companies, subsidiaries, associates, agents, Merchants or related corporations to use, process, disclose, transfer and/or to deal with the Member's personal data, whether in electronic or other form and whether provided orally or in writing to PDB including but not limited to such personal data as are provided in the application form and any changes thereto, and any other personal, financial or sensitive personal data as PDB deems appropriate (collectively "**Personal Data**") for the purposes stated in the notice given by PDB pursuant to the Personal Data Protection Act, 2010 as provided on PDB's website at [http://www.mymesra.com.my/Policies\\_and\\_Notice-@-PDPA.aspx](http://www.mymesra.com.my/Policies_and_Notice-@-PDPA.aspx)

## **8.0 General**

- 8.1 The Programme is open to all who are at least 18 years of age and, for Malaysian citizens, have a valid Malaysian Identification Card or, for non-Malaysian citizens, a valid Passport Number. PDB shall at its own sole discretion, refuse Membership to an applicant, without prior notice to the applicant.
- 8.2 These Members' Terms and Conditions shall govern the Account established in the name of the Member including any Qualifying Transactions and/or Qualifying Redemptions at participating Outlets.
- 8.3 PDB reserves the right to amend these Members' Terms and Conditions, the Qualifying Items, the Qualifying Transactions, the Qualifying Redemptions, the Redemption Items the gifts offer and/or the participating Outlets at any time without prior notice to the members. PDB may also change, at any time and without prior notice, the number of Points which Members will receive for purchasing such goods and services. By continuing the usage PETRONAS Mesra Card, Members are deemed to agree to any revision by PDB to these Members' Terms and Conditions. Members are advised to regularly access the latest Members' Terms and Conditions at the location designated by PDB.
- 8.4 Membership in this Programme and all related benefits are offered at the sole discretion of PDB. PDB reserves the rights, from time to time, to restrict, suspend or otherwise alter aspects of these Members' Terms and Conditions with or without notice to the Members, which changes may affect the value of the Points already accumulated.
- 8.5 Every effort is made to ensure that information supplied to Members is correct. However, PDB will not be held liable for any inaccuracy or erroneous description or information on the Programme and these Members' Terms and Conditions.
- 8.6 All communications and/or correspondences done by PDB, either via e-mail, fax, SMS, mail, 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.
- 8.7 Any notice, communication, summary or other Programme materials to be given pursuant to these Members' Terms and Conditions shall be sufficiently sent to Members by ordinary post (to mailing address according to PDB's records and shall be deemed to have been delivered five (5) working days from the date of its posting), and/or email and/or publication on the Website. Members are responsible for informing PDB of any change of name or address by calling Mesralink. Alternatively, in lieu of notification by way of post and/or email and/or publication on the Website, at the sole discretion of PDB, such notification can be made through advertisement in at least two (2) local newspapers circulating in Malaysia.
- 8.8 Members who do not receive any mail or written communication pursuant to Clause 8.7 are advised to call Mesralink for further information.
- 8.9 PDB is the final authority as to the interpretation of these Members' Terms and Conditions and as to any other questions or disputes regarding the Programme. PDB will not be taken to have waived any of its rights, even if it redeemed or honors Points when not obliged to do so under these Members' Terms and Conditions.
- 8.10 PDB assumes no responsibility for any loss of any nature resulting from Member participation in the Programme.

- 8.11 PDB assumes no responsibility for any technical failure of or within the Programme system, Setel App, self-service telephone system, e-mail system and mobile short-messaging-service system.
- 8.12 PDB assumes no responsibility for any system malfunction and/or permanent loss of the database system and Points database due to malicious activities including but not limited to war, sabotage, and/or attacks to PETRONAS / Setel data centres and/or any unfortunate events such as natural disasters affecting the System, and/or database system and/or Points database. As such, PDB will not be held liable for any form of compensation regarding the above.
- 8.13 PDB may also modify, suspend, or terminate the Programme or replace it with another programme at any time. PDB will notify any such change directly to Members.
- 8.14 The Programme terms and conditions are governed by and shall be construed in accordance with the laws of Malaysia. Members hereby expressly submit to the non-exclusive jurisdiction of the courts of Malaysia and agree to comply with all applicable laws and regulations.
- 8.15 These Members' Terms and Conditions are only available to Members in English.

[End of Terms]