

MEMBERS' TERMS & CONDITIONS

The PETRONAS Mesra Loyalty Programme is owned, operated and managed by PETRONAS Dagangan Berhad. By applying for and/or using the 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 Service Stations only.
- "Fuel Purchases"** - shall mean such grades and brands of PDB's petrol and automotive diesel sold at the PETRONAS Service Station.
- "In-Store Redemption"** - shall mean all Qualifying Redemption done by Members at the PETRONAS Convenience Stores.
- "PETRONAS Mesra Card"** - shall mean the PETRONAS Mesra Loyalty Programme Membership card, or any other card designated by PDB as such.
- "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 service 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.
- "PDB"** - shall mean PETRONAS Dagangan Berhad.
- "Points"** - shall mean all Points earned by means of the Qualifying Transactions of the Programme.
- "Points Transfer"** - shall mean the authorization given by a Member to transfer the Points to another Membership Account.
- "Qualifying Items"** - shall mean all goods and/or services in Merchant and Other Merchants' items 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

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| "Redemption Items" | - forms of special privileges, promotions and benefits afforded to Members under the Programme. - 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 website at www.kad-mesra.com.my |

2.0 Membership Card

- 2.1 Each applicant is responsible for the registration and activation of membership (hereinafter referred to as "Registration") via the PETRONAS Mesra Card Online Website (hereinafter referred to as "Website") at www.mymesra.com.my, SMS or via Mesralink. All information gathered from the online registration will be used to create a Membership Account Notification via SMS and/or e-mail of the successful and completed full account information will be sent to the Member upon registration of the Membership Account in the System.
- 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 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 Upon successful registration, Members will be given a password to log onto the PETRONAS Mesra Card Website. This password will be issued automatically to each Member by way of Member's email address as provided by the Member during the Registration. PDB shall not assume responsibility for any form of loss from the incorrect email address and/or email addresses which are not updated and/or provided by the Member during Registration.
- 2.4 All new Members will automatically receive one month free Personal Accident ("PA") benefit coverage of up to RM50,000 which will be effective from the 1st day of the following month, and at the same time, become an Axxess member. Before the one month free PA ends, Members will be reached through SMS (or phone call / email) where Members would decide whether to opt-in for the PA coverage for the following month(s).
- 2.5 Members' information 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 and Partner for this purpose.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 Only one PETRONAS Mesra Card membership is available per person.

3.0 Replacement of Membership card

- 3.1 Members may request for a replacement of PETRONAS Mesra Card if the card is lost, faulty or stolen. Members may get the replacement cards at any Merchant and register their replacement PETRONAS Mesra Card at the Website, SMS or via Mesralink. Upon updating of the Membership Account, the old/lost/damaged PETRONAS Mesra Card will be deactivated. The deactivated card shall no longer be fit for use for any Qualifying Transaction or Qualifying Redemption.
- 3.2 Members are liable to a deduction of 150 Points as penalty charges from the Membership Account for each replacement of PETRONAS Mesra Card that is requested. If the Members do not have sufficient Points for deduction at the relevant time, a deduction will be made as soon as sufficient Points have been collected by the Member following the usage of the replacement PETRONAS Mesra Card.

- 3.3 The Points from the deactivated PETRONAS Mesra Card will be transferred to the replacement PETRONAS Mesra Card automatically upon registering the new card on the Website, SMS or via Mesralink. The deactivated PETRONAS Mesra Card will be void once the replacement PETRONAS Mesra Card has been issued by PDB.
- 3.4 The penalty charges of 150 Points shall also be applicable upon immediate registration of the replacement card via the Website, SMS and /or Mesralink, subject to Clause 3.3.
- 3.5 PDB shall not be responsible for any delay in replacing the old/lost/damaged PETRONAS Mesra Card or for any unauthorized use of the card or for delayed or lost correspondences, whether in the mail or otherwise or for any loss arising from the same. Members are required to report any lost/stolen PETRONAS Mesra Card within 24 hours from the time the card is lost/stolen. Report of lost/stolen PETRONAS Mesra Card can be done by calling Mesralink.
- 3.6 Members are responsible for keeping their addresses and other personal particulars in the records of PDB up to date when applying for the replacement PETRONAS Mesra Card. PDB shall not be responsible for any loss of data or information or for any loss that may occur to any Member due to the failure of PDB's recording system for any other reason for the purpose of replacing the PETRONAS Mesra Card.

4.0 Qualifying Transactions

- 4.1 Members are required to present the PETRONAS Mesra Card at the Outlet to be entitled for Points with their Qualifying Transactions. Without presenting the PETRONAS Mesra Card, Members are not qualified to collect Points.
- 4.2 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.
- 4.3 Each Member is awarded 3 point for every litre of Fuel Purchases and 1 point for RM 1 spent on Qualifying Transactions at the Convenience Store at PETRONAS service stations (limited only to the purchases of Qualifying Items). 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.
- 4.4 Points will be awarded based on a rounding off to the nearest round integer value, as illustrated in the following example:

| Date | Member Activity | Points Balance |
|------------------------------------|--|-----------------------|
| 3rd January 2016 | Earned 30 Points | 30 |
| 15th January 2016 | Earned 40 Points | 70 (30+40) |
| 13th February 2016 | Earned 50 Points | 120 (70+50) |
| 1st March 2016 – 31st January 2019 | Earned Cumulative of 5000 Points | 5120 (5000+120) |
| 31st January 2019 | Expiry of Points Earned in January 2016 | 5050 (5120-70) |
| 29th February 2019 | Expiry of Points Earned in February 2016 | 5000 (5050-50) |

- 4.5 Points will be not be awarded for controlled items; including cigarettes, mobile top ups, e-Pay transactions at the Merchants unless stated otherwise.
- 4.6 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 is 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.
- 4.7 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.
- 4.8 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.

- 4.9 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.
- 4.10 Under instances where Points are awarded to Members by Other Merchants, the Member consents to PDB to release any Member's personal and transaction information to the Other Merchant and this may include the completed Registration Form. The Membership Account is automatically linked to the account of the Other Merchant through an Identity Card number match and relevant information that was provided to both parties. Members are responsible to ensure that identical data is provided to both PDB and the Other Merchant.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 In the interest of clear communication and simplification of Qualifying Redemptions, a simple Points redemption conversion mechanism shall be in place for all In-Store Redemptions at PETRONAS service stations.
- 4.15 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.
- 4.16 Members can check their available Points balance by calling Mesralink at: 1-300-22-8888. Subject to these Members' Terms and Conditions, account statement updates will be available by way of e-mail and/or publication on the website. Should the Members choose to request for Account statement updates by way of post, 100 points will be deducted from the Membership Account for each request. In the event that the Members do not have enough Points, the request for Account statement by way of post will be declined.
- 4.17 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.

5.0 Qualifying Redemption

- 5.1 Members are obliged to present both the PETRONAS Mesra Card and Identity Card in order to be entitled for Qualifying Redemptions at Outlets. Without presenting the PETRONAS Mesra Card and Identity Card, members are not qualified to redeem.
- 5.2 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.
- 5.3 Qualifying redemptions at the Merchants should not include controlled items; such as cigarettes, mobile top ups, e-Pay transactions, unless stated otherwise.
- 5.4 A Qualifying Redemption can only take place upon complete registration of Member's full account information in accordance to Clause 2.1.
- 5.5 A Qualifying Redemption can only take place upon recording of Points to the Membership Account. Points will only be recorded in the Membership Account after the Merchant and/or Other Merchant has duly notified PDB of the details of the relevant transactions. These Points may need to be recorded in the Membership Account on a daily, weekly, monthly, quarterly or annually, depending on the frequency of notification from the respective Merchant and/or Other Merchant.
- 5.6 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.
- 5.7 The Points may be redeemed only upon verification of identity and such other particulars as may be required by PDB in accordance to clause 5.1 and/or any methods of verification of identity which may be introduced by PDB from time to time.

5.8 Members with sufficient Points are eligible to redeem, and may do so using the various redemption methods/avenues implemented by PDB as will be advised from time to time.

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

| Transaction | Points Redeemed | Total Points Balance |
|---|-----------------|----------------------|
| Balance Check | - | 147 Points |
| Redemption of Item in Convenience Store worth RM 1.45 | 145 Points | 2 Points (147 – 145) |

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

5.11 For Qualifying Redemptions offered by Other Merchant whether under special reward or offer or collaboration, the redemption of such Redemption Items and/or Points shall be subjected to the special terms and conditions attached thereto.

5.12 All Qualifying Redemption shall also be subjected to these Members' Terms and Conditions that may be set by the relevant Other Merchant 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.

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

5.14 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. In the event that Members have not received their Redemption Items within 4-6 weeks, Members are required to report the incident to Mesralink.

5.15 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 to the delivery person immediately failing which the necessary cost incidental for the returning of the Redemption Items shall be borne by the Member.

5.16 If a Redemption Items is damaged or defective in any way, PDB reserves the right 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.

5.17 Upon the Member making a Qualifying Redemption request, whether via the PETRONAS Mesra Card Online Website or via In-Store Redemption or other various methods/avenues implemented by PDB from time to time, 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 8.0 and clause 9.0 and its sub-clauses of these Members' Terms and Conditions.

5.18 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.

5.19 Save for clause 5.14 and 5.15 above, all Redemption Items are non-returnable and non-refundable.

5.20 For Redemption Items that carry a warranty from its manufacturer, PDB makes no product representatives 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.

- 5.21 Members expressly waive any rights or claims of liability against the Programme and/or PDB and/or any of its employees or agents for any products or services provided under the Programme.
- 5.22 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.
- 5.23 Members are responsible for any taxes, duties or charges that may be imposed by the relevant authority in connection of the Points obtained and the Qualifying Redemptions of items made by the Members where applicable.

6.0 Points Transfer

- 6.1 A Member of this Programme is able to transfer Points to another Member to qualify for a Qualifying Redemption ("Points Transfer"). Each request for a transfer of Points should be made in writing by filling up the prescribed form available at selected Merchants or by referring to designated websites as will be inform from time to time.
- 6.2 All Members consenting to the Points Transfer by way of filling up the prescribed form at the selected Merchants must be present at the selected Merchant during the time of request. In addition to that, Members will also have to present their PETRONAS Mesra Card and Identity Card for the verification and identification purposes. One Membership Account shall be nominated by the Members concerned as the principal Account to receive the transfer of Points. The form is to be signed by all Members consenting to the Points Transfer. This transfer shall be deemed final and cannot be cancelled by any of the Members upon the receiving of the request by PDB.
- 6.3 PDB shall not be held liable for any losses arising from any of the Member authorizing the Points Transfer, including disputes between the Members with regards to the Points Transfer activity and subsequent usage of Points for Qualifying Redemptions.
- 6.4 The relevant number of Points will be deducted automatically and immediately from the Membership Account of the Member requesting for the transfer upon successful completion of the Points Transfer to the nominated principal Membership Account. The balance of Points in the Membership Account of the Member requesting for the transfer will continue to be valid and may be used to redeem further Redemption Items, subject to the provisions of clause 8.0 and clause 9.0 and its sub-clauses of these Members' Terms and Conditions.
- 6.5 Points Transfer is not applicable for deceased Members or Members whose Points have expired subject to the provisions of clause 9.0 and its sub-clauses.
- 6.6 All Points Transfer activities and requests are irreversible and irrevocable.

7.0 Breach and Termination of Membership Accounts & Programme

- 7.1 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.
- 7.2 Termination of the Members from this Programme in accordance to Clause 7.1 may happen under any of the following scenarios:
 - 8.2.1 Should the Member fail to comply with any of these Members' Terms and Conditions, which includes any variation and/or addition thereto;
 - 8.2.2 PDB suspects that the Points were fraudulently accumulated provided in connection to the Programme;
 - 8.2.3 Abuses of any privilege accorded to the Member under the Programme;
 - 8.2.4 In the event of death of the Member.
- 7.3 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), and/or email and/or publication on the website. 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.

8.0 Expiry of Points

- 8.1 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

| Date | Member Activity | Points Balance |
|-------------------|------------------|----------------|
| 3rd January 2016 | Earned 30 Points | 30 |
| 15th January 2016 | Earned 40 Points | 70 (30+40) |

| | | |
|------------------------------------|--|--------------------|
| 13th February 2016 | Earned 50 Points | 120 (70+50) |
| 1st March 2016 – 31st January 2019 | Earned Cumulative of 5000 Points | 5120 (5000+120) |
| 31st January 2019 | Expiry of Points Earned in January 2016 | 5050 (5120-70) |
| 29th February 2019 | Expiry of Points Earned in February 2016 | 5000 (5050-50) |

9.0 Personal Data Policy

- 9.1 PDB respects 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.
- 9.2 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.
- 9.3 By accepting, agreeing and using the PETRONAS Mesra Card, Members have herein unconditionally and irrevocably given 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 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.
- 9.4 Members further acknowledge and confirm that all the information provided to PDB whether verbally or in writing, is true, accurate and complete in all aspects, and unconditionally agree to be bound by the Members' Terms and Conditions.

10.0 General

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.

- 10.8 PDB reserves the right not to send any mail, Points statement or written communication to Members who do not meet the minimum transaction frequency and/or minimum criteria as may be determined by PDB.
- 10.9 Members who do not receive any mail, Points statement or written communication pursuant to Clause 11.7 are advised to call Mesralink for further information.
- 10.10 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.
- 10.11 PDB assumes no responsibility for any loss of any nature resulting from Member participation in the Programme.
- 10.12 PDB assumes no responsibility for any technical failure of the Programme system, self-service telephone system, e-mail system and mobile short-messaging-service system.
- 10.13 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 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.
- 10.14 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.
- 10.15 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 exclusive jurisdiction of the courts of Malaysia.
- 10.16 By accepting and agreeing to these Term and Conditions, participating in this Programme or by using the PETRONAS Mesra Card or continuously using the PETRONAS Mesra Card, Member hereby agrees and consents for PDB and/or its respective holding companies, subsidiaries, associates, partners, agents, Merchants or related corporations to use, process, disclose, transfer 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
- 10.17 These Members' Terms and Conditions are available to Members in Bahasa Melayu and English. In the event of inconsistency, the English version shall prevail.

[End of Terms]