



# Terms and Conditions



The ecard Loyalty Programme is operated by Boustead Petroleum Marketing Sdn Bhd. By applying for and/or using the ecard, you agree to be bound to the following terms and conditions:

## 1. Definitions

1.1 In these terms and conditions:

- "Account"** - shall mean the ecard Loyalty Programme membership account;  
**"BHPetrol"** - shall mean Boustead Petroleum Marketing Sdn Bhd;  
**"ecard Loyalty Programme"** or **"Programme"** - shall mean the consumer rewards membership programme run by BHPetrol;  
**"ecard"** - shall mean the ecard membership card, or any other card designated by BHPetrol as such;  
**"egifts"** - shall mean the goods and/or services offered to Members in exchange for sufficient amount of points, and "gift" shall be construed accordingly.  
**"Member"** - shall mean any one or both the primary and supplementary members accepted by BHPetrol for ecard membership, unless specified, and "Members" shall be construed accordingly;  
**"Membership"** - shall mean those arrangements under the ecard membership specified by BHPetrol by which a Member agrees to participate in the Programme and receives points by purchasing qualifying goods and services from Outlets and so qualifies for Gifts under these terms and conditions;  
**"Outlets"** - shall mean those participating outlets who supply qualifying goods and services in respect of which points will be credited under the Programme, and "Outlet" means any one of them.  
**"Qualifying purchases"** shall mean each flinggit Malaysia yields one point subject to a minimal transaction of RM10 fuel or shop expenditure on a single receipt.

## 2. Membership

- 2.1 Your ecard Membership will only be valid when your application is approved by BHPetrol and BHPetrol sets up an Account for you after receiving a fully completed application form. BHPetrol may refuse any application or terminate any Membership and/or Account for any reason whatsoever, and reserves the right not to disclose any such reason.
- 2.2 If an application is accepted by BHPetrol, the ecard will be provided (free of charge/upon payment of such fee as may be specified by BHPetrol). BHPetrol may charge RM5.00 for a replacement of the ecard. A Member must notify BHPetrol's ecard customer service immediately of any lost, stolen or damaged ecard. The ecard is and will be, at all times, the property of BHPetrol and shall be surrendered to BHPetrol immediately upon request by BHPetrol.
- 2.3 Each Member will be issued with an ecard. Subject to BHPetrol's approval, a primary Member may apply for up to two supplementary ecards for use by any person who is above 18 years old and who resides at the same address as the primary Member.

The supplementary Member is subject to the same terms and conditions herein. Upon termination of the primary Member's ecard by BHPetrol under any circumstances, or at the request of the primary Member, the use of supplementary ecards shall also be terminated forthwith.

The ecard is not a charge card, credit card, debit card nor a discount card. The points have no monetary or cash value. The points in the Account are not transferable nor assignable and once an Account is closed, the primary Member's right to redeem the points from that Account is lost.

## 3. Points

- 3.1 Points are awarded for qualifying purchases at the Outlets under conditions stated by BHPetrol from time to time. You must present the ecard at the Outlets to qualify for points, which will be accumulated at the time of purchase. Points are only valid when BHPetrol records them against your Account after being notified by the relevant Outlet. Points earned for purchases which are subsequently refunded will be deducted from your Account.
- 3.2 BHPetrol is not liable for any delay or error in the details of your Account, including any accumulation of points. You must keep your Account details up-to-date. Changes in Outlets, the points issuance rate and/or the offers may be made without prior notification to Members.
- 3.3 Only the ecard Members with sufficient points are eligible to redeem the points for egifts, and he/she may do so using the redemption methods implemented by BHPetrol from time to time. BHPetrol and/or the Outlets may operate a no-refund policy for their qualifying goods or services, pursuant to which a Member who has collected points for such qualifying goods or services from the Outlets shall not be eligible for any refund for the relevant transaction. Accumulated points may be redeemed for rewards in the form of egifts notified by BHPetrol from time to time. Specific egifts may be collected at the Outlets or such other places specified by BHPetrol. You may redeem other egifts by posting a completed ecard claim form to BHPetrol's ecard customer service at such address specified by BHPetrol from time to time. Proof of postage is not proof of receipt. When the ecard claim form is received and properly processed, BHPetrol will send the specified egift to the address as stated in your ecard claim form. egifts so sent are sent at the risk of the Member, and neither BHPetrol nor any Outlet shall be liable for any loss or damage of or to the egift in the course of postage. egifts will not be sent to any P.O. Box addresses and/or address that is outside Malaysia.

## 4. Delivery of egifts

- 4.1 All egifts are subject to availability. Once redeemed, these egifts cannot be revoked, cancelled, returned or exchanged, and the points that have been redeemed will not be reinstated. BHPetrol reserves the right to adjust the points required for redemption of egifts, as well as replacing any egift with other item of approximate equivalent value without prior notice. BHPetrol reserves the right to refuse the redemption of any points for egifts, or recall the redeemed item if BHPetrol has any reason to suspect the points were fraudulently accumulated by you or have been wrongly recorded.
- 4.2 To receive the egift, the Member is obliged to present satisfactory identification documentation to the delivery staff, failing which the delivery staff has the right to refuse delivery and will return the egift item to BHPetrol as unclaimed. Delivery of egifts will be made against written acknowledgement or upon receipt of the egifts by occupants at the delivery address, and where such address is an office, by any office staff. Such acknowledgement shall be deemed to be the acknowledgement of the Member.
- 4.3 Members are advised to examine all pick-ups or delivered egifts upon receipt. If gifts received are damaged or defective in any way, he/she is requested to contact ecard customer service within 2 working days from receipt date. Any disputes after the abovementioned 2 days will not be entertained. Members will be required to liaise directly with the respective suppliers of the egifts according to the warranty (if any) given by such supplier.

- 4.4 All egifts delivered do not include installation costs. Any installation cost incurred will be borne by Members. BHPetrol does not generally impose separate delivery or courier charges but may impose appropriate delivery charges for the following reasons: Delivery to East Malaysia including Sabah, Sarawak and postal address located at Free Trade Zone; Re-delivery of egifts that have been returned as a result of being unclaimed; Re-delivery of egifts that have been returned under circumstances of incomplete addresses, P.O. Box addresses, non-Malaysian addresses, changes of addresses, inability to locate the recipient of the egifts, or for any other unsuccessful delivery for any reason whatsoever; and/or Urgent delivery (less than 2 weeks from process date).
- 4.5 All egifts unclaimed after 2 months from the redemption date will be deemed as forfeited, and the points used for the redemption will not be reinstated. It is the primary Member's responsibility to contact BHPetrol if the gift item has not been received after 1 month from request of redemption.
- 4.6 BHPetrol does not make any warranty or representation on any goods or services offered as rewards or egifts (including, without limitation, that they will be free from defects and/or fit for their purpose), and does not accept any liability in respect of any egift.
- 4.7 Some egifts carry the warranty of their manufacturer. BHPetrol makes no product representatives or warranties, either expressed or implied, and disclaim any and all liabilities, as to the condition, quality, or suitability for use of the products and/or services provided, whether as egifts or otherwise) through this Programme. BHPetrol will not be responsible for any loss or injury suffered by Members and/or third parties in connection with such products, any claim against BHPetrol for which you agree to waive.
- 4.8 In the case of on-the-spot redemption, primary and/or supplementary Members are required to be present during the redemption transaction and must produce the ecard and satisfactory identification documentation to facilitate the transaction and for verification purposes. Members are advised to examine the Gifts upon redemption.
- 4.9 Certain egifts which are in the form of certificates or vouchers are valid for use only at participating Outlets or other rewards suppliers as mentioned on the certificates or vouchers and only for the specified matters mentioned therein. The certificates or vouchers are valid for use only until the date specified therein and subject to Terms and Conditions therein. If they remain unused after that date, the voucher or certificates will lapse and will not be replaced.

## 5. Deduction of points

- 5.1 The number of points published for an egift claimed by a Member will be deducted from the points balance of the Member's Account. Any points which are not used by a Member to claim an egift within 24 months after the end of the month in which the points were recorded, will automatically expire and be deducted from the points balance in a Member's Account.
- 5.2 BHPetrol is entitled to deduct from the points balance in a Member's Account given the following circumstances:  
Any points suspected to be fraudulently recorded, or  
Any points recorded in error, or  
Any points relating to a transaction which is cancelled; or  
In the event of any return or refund in respect of the transaction for which the points would have been awarded.
- BHPetrol reserves the right to deduct any such points as stated above without notifying the Member.

- 5.3 BHPetrol may vary or add to these Terms and Conditions from time to time. BHPetrol may also modify, suspend or terminate the ecard Loyalty Programme or replace it with another programme at any time. BHPetrol will notify any such change directly to you at your Account address or through public means.
- 5.4 The ecard Loyalty Programme is set up by BHPetrol for the benefit of its customers. BHPetrol is not liable for any loss or damage howsoever arising from this programme, including any change to the programme or inaccurate or erroneous information. BHPetrol may charge a fee for any aspect of administering this programme.

## 6. Personal Data Policy

- 6.1 BHPetrol and the ecard Loyalty Programme respect the privacy of its Members. Members shall ensure that all personal details provided to BHPetrol is accurate at the point of submission and that BHPetrol 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 the Outlets.
- 6.2 By accepting the ecard, the members (both primary and supplementary) gives and shall be deemed to have given their irrevocable consent to allow BHPetrol and/or their respective holding companies, subsidiaries, associates or related corporations to use, process, disclose, transfer or to deal with the Members' database in whatever manner and for whatever purposes as BHPetrol shall deem fit without further notice or for the purposes of disclosure under the law or any court order or other governmental or regulatory bodies requirement. 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 BHPetrol ecard Loyalty Programme attached to the membership card. Members also irrevocably consent to receive short message service (SMS) broadcast and other text, image, multimedia and other types of broadcast from BHPetrol on promotions and other matters.

## 7. General

- 7.1 BHPetrol is not liable for any delay in replacing an ecard or for any unauthorised use of the Membership and any failure of a Member to notify any Outlet that a transaction is an ecard transaction.
- 7.2 BHPetrol assumes no responsibility for any loss of whatever nature resulting from the redemption of the Programme.
- 7.3 BHPetrol reserves the right to change these Terms and Conditions at any time.
- 7.4 BHPetrol assumes no responsibility for any technical failure of system, self-service telephone system and mobile short-messaging-service system which may impede a Member's transaction.
- 7.5 This ecard Loyalty Programme Account is not transferable.

## 8. Governing Law

- 8.1 These Terms and Conditions are governed by the laws of Malaysia.
- 8.2 The Terms and Conditions are available in Bahasa Malaysia and English. In the event of any discrepancy or inconsistency, the English version shall prevail.