

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

1. Definitions

1.1 In these terms and conditions:

“Account” shall mean the eCard Loyalty Program membership account;

“BHPetrol” shall mean Boustead Petroleum Marketing Sdn Bhd [196401000488 (5783-T)] a company incorporated in Malaysia and having their registered office at Level 15, Surian Tower, No.1, Jalan PJU 7/3, Mutiara Damansara, 47810 Petaling Jaya, Selangor Darul Ehsan;

“eCard Loyalty Program” or **“Program”** shall mean the consumer rewards membership program run by BHPetrol;

“eCard” shall mean the eCard membership card, eCard membership that is made through a mobile application (~~%Application+~~) and or the existing physical eCard holders who sign up for the Application all of which are subject to the terms of use that may be revised by BHPetrol from time to time which shall be binding on the Member (defined below) whether on the use of the Application, downloading installation or otherwise and the Member(s) hereby acknowledges and agrees to be bound by these terms and conditions;

“eGifts” shall mean the goods and/or services offered to Member(s) in exchange for sufficient amount of points, and ~~+eGift+~~ shall mean the singular of the same;

“Member(s)” shall mean member(s) approved by BHPetrol for eCard membership;

“Membership” shall mean those arrangements under the eCard membership specified by BHPetrol by which a Member(s) agrees to participate in the Program and receives points by purchasing qualifying goods and services from Outlets and therefore qualifies for eGifts 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 Program, and "Outlet" means any one of them;

“Qualifying purchases” shall mean that each Ringgit Malaysia shall yield one ePoint subject to a minimal transaction of RM1 for fuel or for selected shop expenditure on a single receipt. Notwithstanding this, BHPetrol may from time to time and at its absolute discretion vary the manner and or mechanism of issuance of the points.

2. Membership

2.1 The eCard membership will be valid upon successful registration of an eCard Account. BHPetrol may refuse any application or terminate any eCard Membership and/or Account for any reason(s) whatsoever without being obliged to disclose the reason(s) for the same.

2.2 If an application is accepted by BHPetrol, the eCard will be made available for use by the Member(s).

2.3 Some functionality of the Application may require the transmission of information provided by the Member(s) including, but not limited to, the user name(s) and password(s), address(es), e-mail address(es), identity card number(s), passport number(s), mobile telephone number(s) and location (where Member(s) turn on their GPS service). The Member(s) hereby confirms that the Member(s) voluntarily discloses and consents to the transmission of such information to BHPetrol, its agents and or service providers to collect, record, process and store such information as necessary for the functionality of the Application and for purposes described in the Privacy Notice (defined below). The Member(s) is solely responsible for maintenance of the confidentiality and security of any Member(s) information transmitted from or stored on a device (whether it is an Apple iPhone, iPad or iPod Touch or Android) (Device+) owned or controlled by the Member(s) for the purpose of the Application for all transactions and activities undertaken with the eCard registered in the Member(s) name. The Member(s) shall immediately notify BHPetrol of any unauthorized transaction(s) associated with the Application. BHPetrol shall not be responsible for any losses, damages, actions, demands, suits, proceedings, penalties or otherwise arising out of the loss or theft of the Member(s) information transmitted from or stored on a Device or from unauthorized or fraudulent transactions associated with the Application.

2.4 Each Member(s) will be issued with an eCard. Subject to BHPetrol's approval, a primary Member(s) 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(s) (Supplementary Member(s)+).

The Supplementary Member(s) 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(s), the use of supplementary eCard shall also be terminated forthwith.

The eCard is not a charge card, credit card, debit card or a discount card. The points have no monetary or cash value. The points in the Account are not transferable or assignable and once an Account is closed, the Member(s) right to redeem the points from that Account is permanently lost.

3. Points

3.1 Points are awarded for qualifying purchases at the Outlets under conditions stated by BHPetrol from time to time. Member(s) must present the eCard, or Application at the Outlets to qualify for points, which will be accumulated at the time of purchase. The points are only valid when BHPetrol records them against the Member(s) Account after being notified by the relevant Outlet. Points earned for purchases which are subsequently refunded will be deducted from the Member(s) Account.

3.2 BHPetrol is not liable for any delay or error in the details of the Member(s) Account, including any accumulation of points. The Member(s) must keep the Member(s) Account details up-to-date. Changes in Outlets, manner of point issuance, the points issuance rate and/or the offers may be made without prior notification to Member(s).

3.3 Only the eCard Member(s) 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(s) 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. The Member(s) may redeem other eGifts at the <http://ecardrewards.bhpetrol.com.my> website. When the redemption order has been submitted and processed, BHPetrol will send the specified eGift to the address that has been provided. eGifts are sent at the risk of the Member(s), 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.

3.4 Member(s) are required to key-in their eCard identification number (which is the last 4 digits of their identity card/passport number) to earn points at the outdoor payment terminal by using the Application. Upon completion of the sales, Member(s) are required to scan the QR code printed on the receipt using the Application to enable the points to be credited into the Member(s) Account. If there is any delay or error in the earning of the points, please contact BHPetrol's customer service at 03 7719 9499.

4. Delivery of eGifts

4.1 All eGifts are subject to availability. Once redeemed, these eGifts cannot be rejected, cancelled, returned or exchanged, and the points that have been redeemed cannot be reinstated. BHPetrol reserves the right to adjust the points required for redemption of eGifts, as well as replacing any eGift with another item of approximately 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 the Member(s) or have been wrongly recorded.

4.2 To receive the eGift, the Member(s) 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 receipt by the Member(s).

4.3 Member(s) are advised to examine all pick-ups or delivered eGifts upon receipt. If eGifts received are damaged or defective in any way, Member(s) are required to contact BHPetrol's customer service within 2 working days from the receipt date. Any disputes after the above mentioned 2 days shall not be entertained and in such case, Member(s) 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 shall be borne by the Member(s). BHPetrol does not generally impose separate delivery or courier charges but reserves the right to impose appropriate delivery charges for the following reasons: Delivery to East Malaysia including Sabah, Sarawak and postal address located at Free Trade Zone; Delivery outside Malaysia; Re-delivery of eGifts that have been returned under circumstances of incomplete addresses, PO. 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 Member(s)'s responsibility to contact BHPetrol if the eGifts have not been received after 1 month upon 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 BHPetrol 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 disclaims any and all liabilities, as to the condition, quality, and suitability for use of the products and/or services provided, whether as eGifts or otherwise) through the Program. BHPetrol shall not be held responsible for

any loss or injury suffered by Member(s) and/or third parties in connection with such products and any claim against BHPetrol related to the usage of the such products are hereby waived.

4.8 In the case of on-the-spot redemption, Member(s) are required to be present during the redemption transaction and shall produce their eCard and shall key-in their eCard identification number (which is the last 4 digits of their identity card/passport number) to facilitate the transaction. For Member(s) using the Application, Member(s) shall produce their Application with a valid QR code to the cashier for redemption purpose. Member(s) are advised to examine the eGifts 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 stated on the certificates or vouchers and only for the specified purposes stated therein. The certificates or vouchers are valid for use only until the date specified therein and subject to terms and conditions therein. On the expiry date, any unused voucher or certificate shall be deemed to have lapsed and shall not be replaced.

5. Deduction of points

5.1 The number of points published for a eGift redeemed by a Member(s) shall be deducted from the balance points of the Member(s) Account. Any points which are not used by a Member(s) to redeem a eGift within 36 months after the end of the month in which the points were recorded, will automatically expire and be deducted from the balance points in the Member(s) Account.

5.2 BHPetrol shall be entitled to deduct from the balance points in the Member(s) Account in the following circumstances:

- (i) Any points suspected to be fraudulently recorded; or
- (ii) Any points recorded in error; or
- (iii) Any points relating to a transaction which is cancelled; or
- (iv) 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(s).

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 Program or replace it with another program at any time without prior notice and at BHPetrol's absolute discretion.

5.4 The eCard Loyalty Program is set up by BHPetrol for the benefit of its customers. BHPetrol shall not be liable for any loss or damage howsoever arising from the Program, including any change to the Program or inaccurate or erroneous information. BHPetrol may charge an appropriate fee in running the Program.

5.5 In the event of a conflict or discrepancy in relation to the points balance as stated in the receipt and as stated in the Application, the contents of the receipt shall prevail.

6. Personal Data Policy

BHPetrol and the eCard Loyalty Program respects the privacy of its Member(s).

6.1 Member(s) shall ensure that all personal data provided to BHPetrol is accurate at the point of submission and that BHPetrol is kept updated of any change in these personal data. By providing any personal data Member(s) acknowledge that they have read and understood BHPetrol's Personal Data Protection Notice ("Privacy Notice") which has been made available to them or which can be viewed at <http://www.bhpetrol.com.my/disclaimer/privacy-policy> and Member(s) consent to the processing of their personal data in the manner as set forth in the Privacy Notice.

7. General

7.1 BHPetrol is not liable for any unauthorised use of the Membership and any failure of a Member(s) 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 Program.

7.3 BHPetrol reserves the right to change these terms and conditions at any time without prior notice.

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 Program Account is not transferable.

8. Governing Law

8.1 These terms and conditions are governed by the laws of Malaysia.

8.2 These terms and conditions are available in Bahasa Malaysia, English, and Mandarin. In the event of any discrepancy or inconsistency, the English version shall prevail.

9. Sales and Services Taxes

9.1 Unless otherwise expressly stated in this document, all monies payable hereunder are inclusive of the sales and services tax that may be applicable under the Service Tax Act 2018 and the Sales Tax Act 2018, subsidiary legislations, statutory orders and regulations as may be amended from time to time.

10. Use of Mobile Telephones

10.1 Notwithstanding anything contained herein, the use of mobile telephones is strictly prohibited in the forecourt. BHPetrol assumes no responsibility or liability for any loss, damage, demand, suit, penalty, fine, action or otherwise sustained or suffered by the Member(s) or any other person, whether to the Member(s) vehicle or any other vehicle, resulting from the use of the mobile telephone at the forecourt.