## CHINESE NEW YEAR (CNY) PROMO 2022

## Terms & Conditions

- 1. Boustead Petroleum Marketing Sdn Bhd ("BHPetrol")'s <u>CNY 2022 PROMO</u> ("the Contest") is open to all customers, new and existing eCard and eCard App members aged 18 years and above at all participating BHPetrol service stations.
- 2. The following categories of persons are <u>NOT</u> eligible to participate in the Contest:
  - a. Permanent and/or contract employees of BHPetrol and/or its Affiliates ("Affiliates" shall mean each of its subsidiaries, holding companies and subsidiaries of such holding companies) and immediate family member(s) (i.e. spouse(s), child/children, parent(s), brother(s) and sister(s)) of BHPetrol and/or its Affiliates' permanent and/or contract employees; and
  - b. Representative(s) of BHPetrol and/or its Affiliates, the permanent and/or contract employees of BHPetrol and/or its Affiliates' representative(s) and/ or the immediate family members of the parties above referred; and
  - c. BHPetrol service station dealers and staff, related service providers of BHPetrol (including, but not limited to, advertising agencies, promotion agencies, suppliers', and event management agencies), the permanent and/ or contract employees of the related service providers and/ or the immediate family members of the parties above referred.
- 3. The Contest will run from <u>15 January 2022 to 15 March 2022</u>, both dates inclusive ("Contest Period").
- 4. To participate in the Contest, contestants ("Contestant(s)") are required to spend accumulative amount of RM30 on petrol and/or diesel products at any participating BHPetrol service station and/or any shop items at the BHPetromart of the participating BHPetrol service station (excluding utility bill payment, reload and car wash service) during the Contest Period.
  - a. For non-eCard and/or eCard App members, each entry to the contest is submitted via Physical Form.
  - b. For eCard and eCard App members, each entry to the contest is automatically submitted when purchases are swiped with a validly registered eCard or scanned with the eCard Mobile App
- 5. Every eligible accumulated spending of RM30 will be entitled to one (1) entry.
- 6. There will be a total of one hundred (100) prizes to be won consisting of :
  - a. First Prize:- 20gms Gold Bar 999.9 x 50 winners
  - b. Second Prize:- 10gms Gold Bar 999.9 x 50 winners

- 7. Eligible validly registered customers, eCard or eCard App members will stand a chance to win a maximum of one (1) Gold Bar throughout the Contest Period.
- 8. Eligible eCard members will be automatically enrolled to participate in the Contest.
- 9. The total number of Contest entries received shall be based on transactions captured in BHPetrol's system during the Contest Period (Malaysia Time).
- 10. Any transaction that is reversed or cancelled shall be excluded from the Contest.
- 11.BHPetrol will select the required number of shortlisted Contestant(s) ("Shortlisted Contestant(s)") using a Winner Selection Software Programme based on random algorithm.
- 12. The Shortlisted Contestant(s) will be contacted by BHPetrol or its appointed representative via telephone. The Shortlisted Contestant(s)' contact number is based on the telephone number that is available in the Electronic Entry Form or in the eCard database. All participants shall ensure that their telephone number is valid and reachable.
- 13. The Shortlisted Contestant(s) will be required to answer three (3) BHPetrol and/or eCard related questions correctly to qualify as winner(s) ("Winner(s)") and to receive the Prize.
- 14. In the event if a Shortlisted Contestant(s) is unreachable via telephone, BHPetrol shall reserve the right to select another Shortlisted Contestant(s). The next-in-line Shortlisted Contestant(s) shall be contacted and may, potentially, be rewarded with the Prize.
- 15. The Winner(s) of the Prize shall be required to attend a prize presentation ceremony at their own costs and expenses. If the Winner(s) fail to attend such ceremony, BHPetrol shall reserve the right to forfeit the Prize of such Winner(s) and replace the Winner(s) with the next-in-line Shortlisted Contestant(s).
- 16. Winner(s) is required to bring along his/her identity card and eCard or eCard Mobile App (if applicable) during the prize presentation ceremony for verification purpose. Failure to do so may result in an alternative Shortlisted Contestant(s) being chosen.
- 17. The Prize is non-transferable and cannot be exchanged with any other item.
- 18. The Winner(s) will be announced through BHPetrol's website, BHPetrol's official Instagram and Facebook account, and/or any other means of notification that BHPetrol may select.
- 19.All Winner(s) of the Contest consent to the use of their personal data by BHPetrol for the running of the Contest and/or any events or publicity of the

Contest in any form or through any media and this includes, without limitation, to the use, reproduction and or distribution of the Winner(s)' photograph(s), image(s) or likeness by BHPetrol, its Affiliates and/or its agencies, without compensation, for any purpose which it deems fit in the conduct of its business, including without limitation, the promotion, marketing, advertisement or publication of the Winner(s)' photograph(s), image(s) or likeness in relation to the Contest.

- 20. BHPetrol has the sole and absolute discretion in determining the Contestant(s)' eligibility to participate in the Contest and/or to receive the Prize. If BHPetrol discovers, at any time, whether during or after the Contest Period that any Contestant(s) has failed to comply with the terms and conditions contained herein, BHPetrol reserves the right to disqualify such person(s) from participating in the Contest and/or receiving the Prize.
- 21. In the event of any dispute arising from the Contest, the decision of BHPetrol shall be final and conclusive. No correspondence in relation to the selection of Winner(s) shall be entertained.
- 22. All costs, fees, and/or expenses incurred and/or to be incurred by the Winner(s) in relation to the Contest and/or in receiving the Prize, which shall include, but not be limited to, the cost of transportation, accommodation, meals, personal costs and/or any other costs are at the sole responsibility and cost of the Winner(s).
- 23. BHPetrol shall be entitled to amend any of the terms and conditions stipulated herein without prior notice. No compensation in cash or kind shall be given to any party as a direct or an indirect result of such amendment(s) of the terms and conditions herein.
- 24. The title in the Prize and any risk of loss or damage to the Prize shall pass to the Winner(s) upon delivery of the Prize to such Winner(s). BHPetrol shall not be liable for or be obliged or be required to replace any defective, lost, damage or stolen Prize where such defect, loss and/or damage in respect of the Prize is not due to the fault and/or negligence of BHPetrol.
- 25. BHPetrol reserves the right to substitute the Prize if deemed necessary.
- 26. Each Contestant(s) and Winner(s) agree that he/she shall enter the Contest at his/her own risk and shall be responsible for all risks of participating in the Contest and/or usage of the Prize. BHPetrol shall not be liable for any damage, loss, claim, proceeding, action, penalty, fine or proceeding incurred and/or suffered by any person(s) as a result of the participation in the Contest and/or usage of the Prize.
- 27. BHPetrol accepts no responsibility for any tax obligations that may arise from the Prize or the use thereof. Any tax filing or any tax payment due to any authority remains the sole responsibility of the Winner(s).
- 28. The Contest is governed by the laws of Malaysia and all disputes are subject to the exclusive jurisdiction of the courts of Malaysia.

- 29. All terms and conditions applicable to the eCard and eCard Mobile App shall apply here.
- 30. BHPetrol reserves the right to cancel, terminate and or suspend the Contest with or without any prior notice. For the avoidance of doubt, cancellation, termination, or suspension by BHPetrol of the Contest shall not entitle the Contestant(s) to any claim or compensation against BHPetrol for any losses and or damage suffered or incurred by the Contestant(s) whether as a direct or indirect result of the act of cancellation, termination or suspension.
- 31. The terms and conditions of the Contest are in Bahasa Malaysia and English. In the event of any discrepancy or inconsistency, the English version shall prevail.
- 32. For further enquiries, please contact BHPetrol's Customer Service Centre at 03 7719 9499, Monday to Friday from 8.00am to 6.00pm and Saturday from 9.00am to 1.00pm.