

Petron Miles Privilege Programme Terms and Conditions

Membership

1. The Petron Miles Privilege Programme (**hereinafter referred to as "Programme"**) is proprietary to Petron Fuel International Sdn. Bhd. (**hereinafter referred to as "Company"**) where acceptance of any person(s) to the Programme shall be subject to the approval of the Company and once accepted by the Company, participation by any such person successful registration of the registrant in the Programme (**hereinafter referred to as "Loyalty Program Member"**) shall be subject to the terms and conditions contained herein. The Programme is only valid at Petron branded service stations (**hereinafter referred to as "Service Stations"**) and Petron other establishments situated in Malaysia.

For avoidance of doubt, Petron other establishments shall be, but not limited to locations operated by offline and online partners or retail vendors.

2. The Programme and any terms and conditions, as amended from time to time, shall be governed by the laws of Malaysia and both Loyalty Program Member and the Company agree to submit to the exclusive jurisdiction of the courts of Malaysia.
3. The Company accepts application submissions through various formats, including but not limited to forms, electronic forms, and other registration methods as may be introduced or determined by the Company from time to time. The Company reserves the right to update or modify the accepted registration methods of submission at its sole discretion without prior notice. The Petron Miles Privilege card or any other methods that may be introduced or determined by the Company from time to time (**hereinafter referred to as "the Card"**), will not be activated for points accumulation and redemption, if details requested in the application form are incomplete. Applicants for the Card must be aged 16 years old and above.
4. The Card, whether physical card or virtual card, is not a credit card or charge card and is non-transferable. The use of the Card is solely restricted to the person to whom the Card is issued and for use in connection with the Programme only. The Card cannot be used for making purchases at the Service Stations or the convenience stores located therein, and all such purchases are to be made separately by cash or credit cards at the Service Stations.
5. Upon successful registration of the Loyalty Program Member, he/she may commence using the Card for Qualifying Purchases (**"as hereinafter defined"**) for the purposes of accumulating points under the Programme, subject to the terms and conditions herein. The Loyalty Program Member warrants and represents that the details and particulars contained in the application form referred to in Clause 3 above provided by the Loyalty Program Member shall be true, accurate and complete to the best of his/her information, knowledge and belief.
6. The Loyalty Program Member must notify the Company promptly in writing of any changes to his/her details and/or particulars submitted to the Company or stated in his/her application form. The Company shall not be liable for any claims, demands, liabilities or actions arising out of or in connection with the Programme or the use of the Card where such claims, demands, liabilities or actions would not have arisen but for the Loyalty Program Member's failure to notify the Company of such changes.
7. The Card shall at all times remain the property of the Company and must be surrendered to the Company immediately upon request. The Company may, at its sole discretion, terminate the membership or Programme or the use of the Card at any time without notice or reason.
8. A lost, damaged or defective Card must be reported immediately to the Petron Miles Customer Service Centre at 1300 888 812. If a Card is lost, the Company may at its discretion issue a replacement Card at a cost of 50 Petron Miles points and any delivery charges incurred shall be charged to the Loyalty Program Member. Where a Card is damaged or is defective, a replacement Card will be issued, at the Company's discretion, to the Loyalty Program Member. Upon notification of loss, damage or defect, any points resident in the lost, damaged or defective Card may, at the Company's discretion, be credited to the replacement Card. The Company shall not be held liable for the loss of any accumulated points due to loss, damage or defect to the Card. Any fees and/or charges payable by the Loyalty Program Member in accordance with this Clause 8 or with any other provisions herein may, at the

Company's discretion, be paid by way of deduction of equivalent points based on the then prevailing rate, as may be determined by the Company from time to time.

9. A Loyalty Program Member may at any time terminate his/her membership by returning the Card, cut in half, to the Company by personal delivery to any participating Service Stations or by way of registered post to Company. In such an event, the Company shall not be responsible or liable for any unredeemed points which shall be forfeited upon such termination by Loyalty Program Member.
10. Use of the Card by the Loyalty Program Member shall constitute acceptance of these terms and conditions.
11. Loyalty Program Member shall only be entitled to register one (1) Profile under the Loyalty Program; Profile level is Loyalty Program Member's details based on Loyalty Program Member's individual identification (NRIC / National ID / Passport) in the Loyalty Program (**hereinafter referred to as "Profile"**).

Accumulation of Points

12. Points will be awarded to a Loyalty Program Member having possession of a valid Card and presenting it to the cashier or to be used at the outdoor payment terminal of the participating Service Stations and Petron other establishments for the purchases of such items as the Company shall designate from time to time in its absolute discretion (**hereinafter referred to as "Qualifying Purchases"**). The Card must be presented to the cashier or inserted at the outdoor payment terminal before making the purchase, failing which, points will not be credited. Any purchases other than the Qualifying Purchases shall not be considered as Qualifying Purchases and shall not be awarded any points, unless otherwise notified by the Company.
13. Points may also be awarded to a Loyalty Program Member who engages in any transaction, activity, or interaction with the Company or its **participating partners** through channels or methods recognized by the Company from time to time, including but not limited to physical cards, mobile applications, online platforms, payment terminals, gamification features, or any other medium introduced in the future. Points shall be earned for the purchase of goods, services, or **other qualifying activities** as the Company may designate at its sole discretion (**hereinafter referred to as "Qualifying Transaction"**). The applicable method of identification (e.g., presenting a Card, scanning a code, logging into an account, or using other verification methods) must be completed in the manner specified by the Company before or at the time of the Qualifying Transaction, failing which points may not be credited. Any transactions or activities other than the Qualifying Transaction shall not be awarded any points, unless otherwise notified by the Company.
14. In the case where valid Qualifying Purchases were made but were not recorded, Loyalty Program Member shall be required to provide proof of purchase including receipts before points can be awarded for such valid Qualifying Purchases. Company reserves the right to accept or reject such proof at its absolute discretion. In any event, claims for such points shall not be entertained if not made within the same day of purchase.
15. Once the Profile is credited with points corresponding to the Qualifying Purchases, a transaction receipt prepared by the cashier at the Service Station shall be issued to the Loyalty Program Member. Such transaction receipt shall be conclusive record of the Qualifying Purchases made and the points accumulated thereon. The receipt shall contain details of Loyalty Program Member's Qualifying Purchases and Loyalty Program Member's points summary, aggregated at profile level. No monthly statement will be sent to the Loyalty Program Member.
16. Points awarded and credited to a Loyalty Program Member's Profile — or to any card issued by or on behalf of the Company — may only be used in accordance with this Agreement. Such points cannot be transferred, assigned, combined, or aggregated with the points of another Loyalty Program Member or third party. Points have no cash or monetary value and are not redeemable for cash.

17. The Company reserves the right to determine, vary or change from time to time the qualifying goods and services and/or number of points to be awarded for each Ringgit spent for Qualifying Purchases without prior notice or assigning any reasons whatsoever.
18. Points accumulated by Loyalty Program Member will expire in the event Loyalty Program Member does not make any Qualifying Purchase and earn any points within twelve (12) months from the date the last points were awarded. In such event, accumulated points will be forfeited at the discretion of the Company and without notice to Loyalty Program Member.
19. Where points are awarded to Loyalty Program Member by Other Merchants, the Loyalty Program Member expressly consents to the Company to release the whole or any part of the Loyalty Program Member's personal and transaction information to the Other Merchants by signing and submitting the online application form referred to in Clause 3 above. The Loyalty Program Member by signing and submitting the online application form confirms that he/she has read, understood and agree with the terms of Clause 35 of this terms and conditions herein. The Loyalty Program Member's account is automatically linked to the account of the Other Merchants through an Identity Card number match and relevant information that was provided to both parties. Loyalty Program Member is solely responsible to ensure that identical data is provided to the Company and Other Merchants for the purposes of any such award of points. Company shall not be held responsible or liable for any points not awarded by Other Merchants for Loyalty Program Member's failure to provide accurate or correct personal data or information.

Redemption

20. A Loyalty Program Member who has accumulated sufficient points and is eligible, subject to meeting any conditions that the Company may impose, may redeem the goods and / or services made available for redemption or are redeemed by Loyalty Program Members in exchange for points (full or partial) (**hereinafter referred to as "Rewards"**) and provide the registered PIN in order to be entitled for qualifying redemptions at redemption channels, as the Company shall designate from time to time at its absolute discretion, which Rewards shall be listed in Company's official channel/s (**hereinafter referred to as "Rewards Guide"**) and shall be subject to the terms and conditions therein.

For avoidance of doubt Redemption Channels shall include but not limited to Outdoor Payment Terminal (OPT), Indoor Payment Terminal (IPT), Petron Mobile Application.

21. The Company shall, from time to time, at its sole discretion, identify and communicate clearly, items and services that qualify or vice versa, as Rewards. Members can only redeem items and services that qualify as Rewards. The Company further reserves the right to revise, vary, delete or substitute all or part of the list of Rewards at any time, without prior notice to Loyalty Program Members.
22. Redemption of Rewards at participating Service Stations should not include controlled items; such as cigarettes, mobile top ups, e-Pay transactions, unless stated otherwise.
23. Redemption of Rewards can only take place upon completion of Registration & full activation of Loyalty Program Member's Profile as stipulated in accordance with Clause 14.
24. All Rewards are subject to availability and the Company has the right to substitute the redemption rewards with other items of similar value in the event the requested rewards are out of stock or unavailable for whatsoever reason.
25. A Loyalty Program Member may redeem Rewards either online through the Programme Website or by order through the prevailing Rewards Guide (excluding items redeemed from service stations) by using either the points or a combination of points plus cash. For redemption using a combination of points plus cash, a Loyalty Program Member may redeem Rewards by utilizing specified values of points and paying the specified cash portion by credit cards (Visa, MasterCard or Amex), by online banking payment or any other payment method as specified by the Company from time to time. At the time of redemption of Rewards, Loyalty Program Member undertakes that all details provided to Company are true and accurate and that he/she is the authorized user of the credit card used to place the order form for the redemption of Rewards. Further, a Loyalty Program Member undertakes that for online banking payment that there are sufficient funds to cover the costs of the specified cash portion for the redemption of Rewards.

The Company shall not be responsible for any transactions declined by the approving bank or any financial institutions. The Company shall not be held responsible for any fraud arising from the disclosure of payment details. Upon redemption of any particular Reward, accumulated points recorded in Loyalty Program Member 's Profile will be reduced by the corresponding number of points redeemed by the Loyalty Program Member for the specific Reward.

26. Rewards shall be delivered to the Loyalty Program Member 's address as listed in the Company's records by completing an order form set out in the Rewards Guide or at the Programme Website. All deliveries shall only be made to an address within Malaysia and shall be deemed delivered when sent by post or registered mail or courier to such address, as the Company deems fit. Company will endeavour to deliver the redeemed Reward to the Loyalty Program Member within four (4) weeks upon receiving the Rewards order form from the Loyalty Program Member All Rewards delivered do not include installation cost, batteries etc and is on an as is where is basis.
27. The Loyalty Program Member may refer to the Programme Website for items available for redemption, which shall be for the purpose of information only and shall not be construed as constituting any representation or warranty as to their availability. Further, the Company gives no representation or warranty with respect to any products and/or services featured in the Rewards Guide or the Programme Website. Company gives no warranty with respect to the quality of the Rewards or their suitability for any purpose. Where the Rewards are covered under any manufacturers' warranty, any disputes or claims shall be forwarded directly to the manufacturers concerned.
28. Company does not accept liability whatsoever with respect to Rewards supplied or in connection with any refusal by supplier of Rewards to accept certificates/vouchers issued for the purpose of redeeming such Rewards. Any dispute arising from or in connection with such certificates/vouchers shall be solely between the Loyalty Program Member and such suppliers.
29. For Rewards that are to be redeemed from participating Service Stations or supplier of Rewards, as shall be appointed by the Company from time to time, the Loyalty Program Member shall present his/her Card and national identity card (NRIC) or passport (as the case may be), and provide PIN for Rewards redemption and shall comply with any terms and conditions imposed by such participating Service Stations or supplier of Rewards. Rewards, once redeemed, cannot be revoked, exchanged, returned, or refunded. In any and all circumstances, any deduction of points from the Loyalty Program Member 's Profile shall not be reversed.
30. The Loyalty Program Member is responsible to examine, immediately upon receipt, the Rewards for any defects or damage, whether in its packaging or otherwise, and to verify the contents of the Rewards. Where the Reward or its packaging is found to be damaged or defective or that the contents therein is incomplete / damage, the Rewards be immediately returned in the following manner:
 - a) in respect of redemption at the Mart, the Loyalty Program Member must return the Rewards immediately to the cashier at the Service Stations.
 - b) in respect of redemption of rewards from the Programme Website and delivered to the Loyalty Program Member 's address listed in the Company's records, the Loyalty Program Member must return the Rewards immediately to the person delivering the Rewards. Any attempt to return the Rewards falling under this category to Service Station at a later date will not be accepted. Alternatively, the Loyalty Program Member can choose to contact Petron Miles Customer Service Centre at 1300 888 812 or email to petronmiles@petron.com.my to lodge a complaint of faulty or damaged Rewards within seven (7) working days of receiving the Rewards.
31. Company reserves the right to reject any request for the replacement of faulty or damaged Rewards should the Loyalty Program Member fail to return the same in the manner and within the time period set out in Clauses 28 and 29.
32. Notwithstanding any provision to the contrary, the Company reserves the right not to provide any replacement Rewards if in the Company's opinion the item is found to be damaged or rendered faulty due to the negligence of the Loyalty Program Member.
33. Company or its representative shall not be held liable for any death or injury or consequential loss or damage of any nature arising from the redemption, supply or use of the Rewards or from the loss, theft or destruction of the Rewards. All such claims shall be directed or forwarded to the manufacturers concerned.

34. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, the Company reserves the right to deduct accumulated points from the Loyalty Program Member's account or refuse the redemption of any Rewards or to recall such redeemed Rewards under the following circumstances:
- a) points suspected to be fraudulently recorded or obtained;
 - b) any points erroneously awarded due to system glitches or any other reasons;
 - c) any points derived from any transaction, which has been cancelled, voided, refunded or reversed; or
 - d) any points derived from the purchase of inventory and stocks by a Loyalty Program Member who is appointed to operate, manage or work at a Service Station.
35. Company has the right, without prior notice and assigning any reasons whatsoever, to determine and change from time to time:
- a) the Rewards offered in the Programme as listed in the Rewards Guide, Programme Website or in any other documents; and
 - b) the qualifying points required for redemption of Rewards.

General Variation

36. The Loyalty Program Member agrees that the Company may from time to time, without giving prior notice to the Loyalty Program Member vary, add or amend the terms and conditions herein set out. In the event the Loyalty Program Member is not agreeable to such variation, addition and/or amendments, the Loyalty Program Member shall surrender the Card and return the same, cut in half, to the Company, by personal delivery to any participating Service Stations or by way of registered post within seven (7) working days from the date of such variation, addition or amendment, failing which the Loyalty Program Member shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein.

Participating Companies

37. Company reserves the right to invite or allow any other companies to participate in the Programme and in such event to modify the Programme and any of the terms and conditions provided herein or other agreements or documents relating to the Programme, including the terms and conditions in relation to Rewards redemption.

Personal Data Processing Statement relating to Loyalty Program Member (this "Notice") in accordance to Personal Data Protection Act, 2010 ("PDPA")

Personal Data Processing Statement

38. The Loyalty Program Member may be required to provide the Company with the Loyalty Program Member's personal data ("**Personal Data**") in respect of the Programme and the Profile. By participating in the Programme and/or using the Card, the Loyalty Program Member consents to the processing of the Personal Data by the Company in accordance with the Company's Personal Data Protection Notice available at www.petron.com.my/terms-and-conditions ("**PDPA Notice**").
- a. **Purpose:** In addition to the purposes for which Personal Data may be processed as stated in the PDPA Notice, the Company may also process the Personal Data for the following purposes:
 - i. associating the Profile with the Loyalty Program Member and updating information (if required); and
 - ii. managing, operating and maintaining the Loyalty Program Member's account and system, including for audit purposes and exercising the rights of the Company under the terms and conditions.
 - b. **Disclosure:** In addition to the third parties to whom Personal Data may be disclosed as stated in the PDPA Notice, the Company may disclose the Personal Data to the following third parties:
 - i. other Merchants or any Participating Merchants which owe a duty of confidentiality to the Company and which a Loyalty Program Member has selected to register, redeem, use, utilise or purchase their services or products via the Profile or the Programme.
 - c. **Access:** In addition to the rights stated in the PDPA Notice, a Loyalty Program Member may make any Personal Data access request in writing by requesting for a customer request form from DPO@petron.com.my.

Security of Card

39. The Loyalty Program Member shall take necessary security measures to ensure the proper and valid use of the Card.

40. Company shall not be liable, in the absence of wilful misconduct or gross negligence on the part of the Company or its employees for any loss or damage suffered by the Loyalty Program Member arising out of or in connection with the use of the Card.

Exclusion of Liability

41. Company shall not be liable for any loss of accumulated points or loss, or damage suffered as a result of any defect or error in any machines or inability to retrieve any information or data from the computer system.
42. Without prejudice to any other terms and conditions set out herein, any liability by the Company may have to Loyalty Program Members arising out of the use of the Card or the redemption of Rewards which cannot be excluded or which is not already provided herein is hereby limited, where permitted, to the reinstatement of such points or cost of such Rewards as the Company shall at its discretion determine.
43. Company shall not be liable for any loss or damage caused to the Loyalty Program Member arising from any act or omission of the operator of any Service Station and/or the Company's appointed agents and contractors or suppliers including without limitation, any refusal to honour or accept the Card or any statement or other communication made in connection herewith or any defective goods or services supplied. Any dispute or claim by the Loyalty Program Member may have with or against the operator of a Service Station and/or the Company's appointed agents and contractors or suppliers shall not affect the obligations of the Loyalty Program Member under these terms and conditions.
44. All conditions and warranties, whether expressed or implied and whether arising under any legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods and/or services supplied in relation to the Card are expressly excluded to the extent permitted by law.
45. Company shall not be liable howsoever for any errors, delays, loss or damage, which may be directly or indirectly due to breakdown, failure of machinery or the processor; or industry dispute, war, act of God, system failure and anything outside the control of the Company.
46. Company shall not be liable for any loss or damage suffered by the Loyalty Program Member due to the following reasons:
- a) any delay or failure in replacing the Card;
 - b) any damage to any Reward in the course of delivery or post;
 - c) any failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;
 - d) any statement, communication or implication arising from any revocation, suspension or restriction of the use of the Card; and
 - e) any failure or omission to notify the Loyalty Program Member of any changes in the terms and conditions of this Agreement, Rewards Guide, participating companies, Qualifying Purchases and points awarded for Qualifying Purchases.

Dispute

47. Any claim or disputes relating to the Programme or the use of the Card shall be referred directly to the Company for decision, whose decision shall be final and binding on the Loyalty Program Member and the Company's records of all matters relating to the Programme shall be conclusive and binding on the Loyalty Program Member.

Termination

48. Company reserves the right to withdraw or terminate the Programme at any time without assigning any reason(s) therefore. Upon notification of the withdrawal or termination, the Loyalty Program Member shall have one (1) month from the date of the notification or such period as the Company shall state in such notice, to redeem accumulated points for available Rewards. Upon expiry of the aforesaid notice, the points remaining in the Loyalty Program Member 's account shall be nullified and invalidated and the Company shall have no obligations or liabilities in respect of such points, by way of compensation or otherwise, to the Loyalty Program Member and the Loyalty Program Member shall have no further claims whatsoever against the Company.

Miscellaneous

49. A notice shall be deemed to be given by the Company to a Loyalty Program Member if it is posted to the latest address of the Loyalty Program Member appearing in the Loyalty Program Member's records or the online application form submitted by the Loyalty Program Member or by way of a notice displayed at Service Stations.
50. Notwithstanding anything in this Agreement, the Company's rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Programme, the use of the Card or the Loyalty Program Member 's participation in the Programme.
51. The invalidity or unenforceability of any of the provisions herein or any part thereof shall not substantially nullify the underlying intent of this terms and conditions herein and the invalid or unenforceable provisions of this terms and conditions shall not affect the validity or enforceability of the other terms and provisions herein contained which shall remain in full force and effect.
52. The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to the Programme now or hereafter, and from time to time, subsisting between the Company and the Loyalty Program Member or any terms and conditions that may be specified in any written communication sent by the Company to the Loyalty Program Member from time to time.
53. Any abuse or fraud with respect to points under the Programme or redemption of Rewards will result in the cancellation of the Loyalty Program Member's participation in the Programme. The Company shall have the rights to cancel the Profile and revoke any points or request for the returned of any redeemed Rewards (or its reasonable compensation thereto).
54. Company reserves the right to cancel any Profile that does not have any Qualifying Purchase and earn any points within twelve (12) months from the date the last points were awarded and shall forfeit any points accumulated thereunder.
55. Company shall have the right to freely assign, at any time, to any affiliate or third party, these terms and conditions, the Programme, the ownership of the Cards and/or the Loyalty Program Member's Profile in respect of the Programme and/or any of its rights, obligations or liabilities hereunder, without the consent of the Loyalty Program Member.
56. In case of any discrepancy between the English and Malay versions, the English version shall prevail.
57. The laws of Malaysia shall govern this terms and conditions herein between the Company and the Loyalty Program Member. The parties hereby submit irrevocably to the jurisdiction of the Courts of Malaysia.