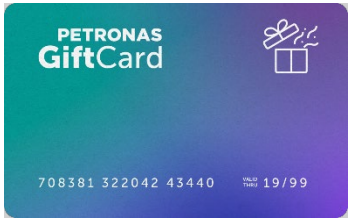
[Open]

Virtual PETRONAS Gift Card Terms & Conditions (Version 1.0)





These are the terms and conditions relating to the purchase and utilization of the Virtual PETRONAS Gift Card.

By purchasing and/or utilizing the Virtual Gift Card, you agree to be bound by the following terms and conditions ("Terms and Conditions"):

1. **INTERPRETATION**

1.1 In this Term and Conditions, the following words, expressions and terms shall have the following meanings unless the context requires otherwise:

(a) "PDB" means PETRONAS Dagangan Berhad.

(b) "You" or "Virtual Gift Card Users" means a person who purchases and/or utilizes the Virtual Gift Card for the purpose of using the Virtual Gift Card as a payment method in the Setel App subject to the Terms and Conditions contained herein.

(c) "PETRONAS Stations" means all and/or any participating PETRONAS stations in Malaysia.

(d) "Setel App" means Setel application.

(e) "Virtual Gift Card" means physical gift card provided by PDB, enabling recipients to link it to the Setel app and conveniently make fuel purchases at any participating PETRONAS Stations.

(f) "MESRALINK" means PDB's customer service centre hotline, which can be contacted at 1-300-22-8888 from Monday to Sunday (8.00 am - 8.00 pm).

[Open]

2. DATABASE OWNERSHIP

2.1 Registration of the Virtual Gift Card to the Setel App is compulsory in order to utilize the value contained in the Virtual Gift Card and such registration shall be recorded in the customer database for references.

2.2 Virtual Gift Card Users shall ensure that all personal details and/or information provided to PDB are accurate at the point of submission and that PDB is kept updated of any changes to these personal details and/or information. Virtual Gift Card Users hereby irrevocably and unconditionally agree that the personal details and/or information shall be held in a database system managed by PDB.

2.3 PDB reserves the right to indefinitely suspend the Virtual Gift Card Users' membership account, all accompanying qualifying transactions, purchases pursuant to Clause 4.5 and/or redemptions, if the personal details and/or information provided by the Virtual Gift Card Users are insufficient.

2.4 By utilizing the Virtual Gift Card, the Virtual Gift Card Users accept and shall be deemed to have given their irrevocable consent to allow PDB and/or its respective holding companies, subsidiaries, affiliates, associates, partners, contractors, sub-contractors, agents and merchants to use, process, disclose, transfer or deal with the Virtual Gift Card Users database in whatever manner and for whatever purposes as PDB deems fit without prior notice, including for the purposes of disclosure under the law or any court order or other governmental or regulatory bodies requirement.

2.5 Virtual Gift Card Users 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 contained herein, which can be found at PETRONAS Gift Card - For Business | MyMesra.

3. LINKING THE VIRTUAL GIFT CARD TO SETEL APP

3.1 To use the value contained in the Virtual Gift Card, it must be linked to the Setel App.

3.2 To link the Virtual Gift Card to the Setel App, Virtual Gift Card Users who have an existing Setel App membership account must:

- Scan the QR code displayed on the Virtual Gift Card;
- Upon scanning, the card details will automatically populate on the "*Add Gift Card"* landing page within the Setel App; and
- Scratch off the security PIN code on the Virtual Gift Card and enter the revealed numbers on the "Add Gift Card" landing page to complete the linking process.

3.3 To link the Virtual Gift Card to the Setel App, Virtual Gift Card Users who do not have an existing Setel App membership account must:

- Download the Setel App from the Google Play Store or Apple App Store;

- Scan the QR code displayed on the Virtual Gift Card after downloading the Setel App;
- Upon scanning, the card details will automatically populate on the "*Add Gift Card"* landing page within the Setel App; and
- Scratch off the security PIN code on the Virtual Gift Card and enter the revealed numbers on the "Add Gift Card" landing page to complete the linking process.

4. USAGE OF THE VIRTUAL GIFT CARD

4.1 Upon successfully linking the Virtual Gift Card to the Setel App, a Virtual Gift Card wallet will be created. This wallet can be accessed under the 'Payment Method' page within the Setel App. The value contained in the Virtual Gift Card will be reflected in this wallet and can be used as a payment method for transactions using the Setel App.

4.2 Subject to Clause 4.5 as set out herein, all purchases made using Virtual Gift Card wallet as the selected payment method will result in deductions from the balance available in the Virtual Gift Card wallet.

4.3 Any unused balance in the Virtual Gift Card wallet is non-exchangeable, non-refundable and cannot be redeemed for cash.

4.4 The value of any purchase made using the Virtual Gift Card must not exceed the available balance in the Virtual Gift Card wallet.

4.5 The Virtual Gift Card is only applicable for the purchase of the following products using the Setel App:

- PETRONAS Primax 95 with Pro-Drive;
- PETRONAS Primax 97 with Pro-Race; and
- PETRONAS Dynamic Diesel Euro 5 with Pro-Drive.

4.6 All Virtual Gift Cards are exclusively accessible and usable via the Setel App and are not accepted, accessible or usable at any of the outdoor payment terminals ("OPT") and/or indoor payment terminals ("IPT") at PETRONAS Stations nationwide.

5. PURCHASE AND BALANCE INQUIRY

5.1 Virtual Gift Cards intended for business-to-business use can be purchased by emailing Mesralink at mesralink@petronas.com.

5.2 Virtual Gift Card will only be delivered to the purchaser within seven (7) to fourteen (14) working days upon full payment of the price of the Virtual Gift Card, which corresponds to the value contained in the Virtual Gift Card.

5.3 The minimum value contained in a Virtual Gift Card must be of Ringgit Malaysia Thirty (RM30.00). The maximum size of a Virtual Gift Card wallet is capped at Ringgit Malaysia Three Thousand (RM3000.00).

5.4 Title and risk to a Virtual Gift Card shall pass to the purchaser upon full payment of the price of the Virtual Gift Card and the physical possession of the same by the purchaser.

5.5 The balance of the Virtual Gift Card will be displayed on the Virtual Gift Card wallet on the Setel App.

5.6 Purchasers of the Virtual Gift Card will receive purchase receipt(s) as proof of purchase.

6. REPLACEMENT CARD

6.1 If the Virtual Gift Card purchased is faulty or damaged due to manufacturing or technical defects, purchaser may file a complaint with Mesralink at mesralink@petronas.com and request for a replacement Virtual Gift Card.

6.2 Any request for a replacement Virtual Gift Card must be accompanied by the return of the original faulty Virtual Gift Card to PDB. Replacement requests without the original faulty Virtual Gift Card being returned to PDB will not be entertained.

6.3 PDB will not entertain replacement requests of the Virtual Gift Card should the security PIN codes are exposed or scratched off. Purchasers or the Virtual Gift Card Users are advised not to accept Virtual Gift Cards should the security PIN codes are exposed or scratched off.

7. EXPIRED CARD

7.1 Virtual Gift Cards issued by PDB shall expire two (2) years from the date the Virtual Gift Card is firstly linked to the Setel App (“Original Expiry Date”). Any subsequent new Virtual Gift Cards linked to the Virtual Gift Card Users’ Setel account shall not extend or otherwise affect the Original Expiry Date.

7.2 A request to transfer the balance from an expired Virtual Gift Card to a new Virtual Gift Card must be submitted within sixty (60) calendar days from the Original Expiry Date. Any remaining balance on the expired Virtual Gift Card that is not transferred within the aforementioned 60-day period shall be forfeited and shall be non-refundable.

7.3 A replacement fee of Ringgit Malaysia Ten (RM10) shall be imposed for each new Virtual Gift Card issued as a replacement. The replacement fee shall be deducted from the balance of the newly issued Virtual Gift Card.

8. LOST OR STOLEN CARD

8.1 PDB shall not be held liable for any loss, expenses or damages incurred by you due to any lost and/or theft and/or unauthorized use of the Virtual Gift Card.

8.2 You shall take all necessary precautions to prevent the loss, theft and/or unauthorized use of the Virtual Gift Card. PDB shall not compensate, refund or reimburse any monetary value or payment associated with the lost, theft and/or unauthorized use of the Virtual Gift Card.

9. PROGRAM TERMINATION

9.1 PDB reserves the right, at its sole discretion, to terminate this Virtual Gift Card program/service by giving sixty (60) calendar days' prior notice. Notice of termination will be made available or published on the MyMesra website at PETRONAS Gift Card - For Business | MyMesra.

9.2 Virtual Gift Card Users will have sixty (60) calendar days, inclusive of the date of termination notice, to utilize the remaining balance available in the Virtual Gift Card wallet. Failure to read or be made aware of such termination notice or publication shall not be construed as failure by PDB to notify you. Unused balances at the end of the 60-day period shall be forfeited and are non-refundable.

9.3 Virtual Gift Cards that remain unused, with no transactions recorded for a continuous period of six (6) months from the date of the Virtual Gift Card User's last transaction, shall be deemed inactive. The Organiser reserves the right to block or disable such inactive Virtual Gift Cards at its sole discretion.

10. INDEMNITY AND LIABILITY

10.1 PDB (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and the participating PETRONAS Stations shall not be liable to you or any third party authorized by or claiming through you for any loss, damage, cost, expenses, actions, suits, claims and demand whatsoever, whether direct, indirect, special or consequential, loss of business, revenue or profits or of any nature suffered by you or any person for any loss, damage or injury caused or suffered by a person arising from the usage of the Virtual Gift Card including but not limited to :

- Any loss, theft, malfunction or unauthorized use of the Virtual Gift Card caused by your negligence in handling and utilizing the Virtual Gift Card;
- Any act, omission, error, fault, or delay by PDB (including its successors, assigns, officers, directors, shareholders, agents, affiliates, and subsidiaries) and the participating PETRONAS Stations in relation to the operation of the Virtual Gift Card; and
- Any act by PDB arising from the act of providing and allowing the usage of the Virtual Gift Card.

11. GENERAL

11.1 Upon purchase, the Virtual Gift Card shall become the property of the Virtual Gift Card Users. PDB shall not be held liable for any loss, theft, or unauthorized use of the Virtual Gift Card under any circumstances.

11.2 To the maximum extent permitted by law, the liability of PDB (including its successors, assigns, officers, directors, shareholders, agents, affiliates, and subsidiaries) and participating PETRONAS Stations, in all circumstances, is limited to the total amount available in the Virtual Gift Card or the sum Ringgit Malaysia Three Thousand (RM3,000.00), whichever is lower.

11.3 PDB shall hold no liability whatsoever in the event any PETRONAS Stations refuses to accept the Virtual Gift Card for any reason whatsoever.

11.4 Any dissatisfaction or dispute regarding the goods purchased with the Virtual Gift Card must be directed to Mesralink within two (2) days from the date of utilization of the card.

11.5 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia. You hereby expressly submit to the exclusive jurisdiction of the courts of Malaysia.

11.6 If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable laws and regulations, the legality and enforceability of the remaining provisions should not be affected.

11.7 PDB is the final authority as to the interpretation of these Terms and Conditions and as to any other queries or disputes regarding the Virtual Gift Card.

11.8 Virtual Gift Card Users hereby fully and unconditionally agree that the decisions of PDB regarding the Virtual Gift Card program and all matters relating to or in connection thereto are final and binding. No queries, appeals or correspondences will be entertained.

11.9 PDB assumes no responsibility for any technical failure of the Virtual Gift Card including but not limited to failure in the Setel App or any other reasons that results in the Virtual Gift Card not being accepted by Setel App for payment.

11.10 PDB reserves the right to amend these Terms and Conditions from time to time as it deems fit. Such amendments will be notified via MyMesra website at PETRONAS Gift Card - For Business | MyMesra and continued usage of the Virtual Gift Card shall constitute your unconditional acceptance of the amended terms and conditions. PDB shall not be held liable for any loss, expenses, damages or inconvenience suffered by you as a result of the amendments made to these Terms and Conditions.

11.11 All communications and/or correspondences by PDB, either by way of notification on the MyMesra website and/or the PETRONAS Stations, advertisements and/or any other media outlets as PDB deems fit shall immediately supersede the previous communications and/or correspondences with regard to the same matter, unless expressed and clearly stated otherwise.

11.12 Any notice given by PDB pursuant to these Terms and Conditions shall be considered sufficiently delivered by way of notification or publication on the My Mesra website at PETRONAS Gift Card - For Business | MyMesra.

11.13 For any enquiries, please call Mesralink at 1-300-22-8888 or by emailing Mesralink at mesralink@petronas.com.

12. PERSONAL DATA

By purchasing and/or utilizing the Virtual Gift Card, Virtual Gift Card Users are deemed to have agreed and consented to the collection, processing, use, disclosure, and retention by the Organiser of their personal data in the manner as set out in the Personal Data Notice given pursuant to Section 7 of the Personal Data Protection Act 2010, which can be viewed at https://www.mymesra.com.my/about-us/policies-notice/petronas-dagangan-berhad-privacy-statement.