

PETRONAS DAGANGAN BERHAD
“MESRA PRESTIGE PROGRAMME”
TERMS AND CONDITIONS
(“Terms and Conditions”)

1.0 Organiser:

- 1.1 PETRONAS Dagangan Berhad (“PDB”) is the organiser of this **“MESRA PRESTIGE”** (hereinafter referred to as “Programme”).
- 1.2 The following Terms and Conditions apply in respect of this Programme. By participating in this Programme, you agree to be bound by these terms and conditions, including any term which may have been amended from time to time, without limitation or qualification.

2.0 Eligibility:

- 2.1 This Programme is open to customers who fulfill ALL the below requirements:
- (a) holds a Mesra card which is linked and activated on the Setel Mobile Application (“Setel app”) or holds a virtual Mesra card which has been activated, both Mesra card types shall be hereinafter referred to as (“Eligible Mesra card ”);
 - (b) makes payment(s) through the Setel app;
 - (c) holds a Malaysian citizenship; and
 - (d) aged eighteen years old (18) and above.

Customers who fulfill all the requirements and mechanics shall be hereinafter referred to as “Member” or “Members”.

- 2.2 In the event a Member is found to be ineligible (“Ineligible Member”) at any point of time, PDB reserves the right at its sole discretion, to remove the said Ineligible Member and to cancel/withdraw/recall any reward(s) earned by the Ineligible Member. If the said Ineligible Member has used or enjoyed the reward(s), the Ineligible Member agrees and undertakes to indemnify PDB for the costs of such reward and PDB shall have the right to initiate any action it deems necessary against the said Ineligible Member.

3.0 Programme Term

- 3.1 The programme will be effective from 1 April until 31 December 2022.

4.0 Programme Mechanics:

4.1 To be entitled to participate in this programme, Members are required to make purchases of fuel based on the below criteria:

3.1.1 minimum total accumulated spending of RM380 worth of fuel in a month using an Eligible Mesra card via the Setel app.

Fuel is inclusive of PETRONAS Primax 95 with Pro-Drive or PETRONAS Primax 97 with Pro-Race or PETRONAS Dynamic Diesel Euro 5 with Pro-Drive B7 or B10/B20.

4.2 Below is an example of purchases to be made in a month to be entitled for the Programme:

<i>Example</i>	<i>Accumulated amount of fuel purchases in a month</i>	<i>Transaction date</i>	<i>Mesra points earning mode</i>	<i>Entitled for Mesra Prestige Programme</i>
<i>Customer A</i>	<i>RM400</i>	<i>15/4/22</i>	<i>Mesra card</i>	<i>No</i>
<i>Customer B</i>	<i>RM200</i>	<i>16/4/22</i>	<i>Virtual Mesra card</i>	<i>No</i>
<i>Customer C</i>	<i>RM300</i>	<i>10/4/22</i>	<i>Virtual Mesra card</i>	<i>No</i>
	<i>RM100</i>	<i>18/4/22</i>	<i>Mesra card</i>	
<i>Customer D</i>	<i>RM200</i>	<i>2/4/22</i>	<i>Virtual Mesra card</i>	<i>Yes</i>
	<i>RM100</i>	<i>16/4/22</i>	<i>Mesra card</i>	
	<i>RM200</i>	<i>21/4/22</i>	<i>Virtual Mesra card</i>	
<i>Customer E</i>	<i>RM100</i>	<i>1/3/22</i>	<i>Mesra card</i>	<i>Yes</i>
	<i>RM200</i>	<i>10/3/22</i>	<i>Virtual Mesra card</i>	
	<i>RM100</i>	<i>19/3/22</i>	<i>Virtual Mesra card</i>	
	<i>RM120</i>	<i>28/3/22</i>	<i>Virtual Mesra card</i>	

Note: Virtual Mesra card and linked Mesra card can only be viewed on the Setel app

4.3 Members must register for a Setel account, have any of the Eligible Mesra cards which is activated on the Setel app and make payment(s) using the Setel app to be entitled to be part of the Programme.

4.4 Members who fulfill the aforementioned criteria will be entitled to join the Programme and automatically unlock the Mesra Prestige badge in the Setel

app. Once the Mesra Prestige badge is unlocked, Members can redeem and enjoy exclusive privileges or deals as specified under the Programme in the current and succeeding month.

4.5 The redemption mechanism is illustrated below, subject to meeting the Programme mechanics as stated earlier.

<i>Month</i>	<i>Accumulated amount of fuel purchases in a month</i>	<i>Date Mesra Prestige badge is unlocked</i>	<i>Duration to enjoy Mesra Prestige privileges / deals</i>
<i>Apr 22</i>	<i>RM380</i>	<i>15 Apr 22</i>	<i>15 Apr – 30 Apr & 1 May – 31 May 22</i>
<i>May 22</i>	<i>RM400</i>	<i>20 May 22</i>	<i>20 May – 31 May & 1 Jun – 30 Jun 22</i>
<i>Jun 22</i>	<i>RM280</i>	<i>Not unlocked</i>	<i>Not applicable</i>
<i>Jul 22</i>	<i>RM410</i>	<i>28 Jul 22</i>	<i>28 Jul – 31 Jul & 1 Aug – 31 Aug 22</i>

4.6 In order for Members to continue to participate in the Programme, Members are required to fulfill the aforementioned terms on a monthly basis.

4.7 Privileges and Deals

- a) For Members to enjoy the deals or privileges, they are required to redeem it via the Setel app.
- b) After making the request to redeem, **the vouchers will only be valid for 60 days from the redemption date.** No refund or claim will be entertained once the vouchers have expired.

<i>Month</i>	<i>Date Mesra Prestige badge is unlocked</i>	<i>Duration to enjoy Mesra Prestige privileges / deals</i>	<i>Redemption date for privileges / deals</i>	<i>Date of expiry for privileges date</i>
<i>Apr 22</i>	<i>15 Apr 22</i>	<i>15 Apr – 31 Apr & 1 May – 31 May 2022</i>	<i>18 Apr 22</i>	<i>17 Jun 22</i>
<i>May 22</i>	<i>20 May 22</i>	<i>20 May – 31 May & 1 Jun – 30 Jun 22</i>	<i>22 May 22</i>	<i>21 Jul 22</i>
<i>Jun 22</i>	<i>Not unlocked</i>	<i>Not applicable</i>	<i>-</i>	<i>-</i>
<i>Jul 22</i>	<i>28 Jul 22</i>	<i>28 Jul – 31 Jul & 1 Aug – 31 Aug 22</i>	<i>30 Jul 22</i>	<i>29 Sept 22</i>

- c) Upon unlocking the Mesra Prestige badge, only one (1) redemption for each deal is allowed for each member.
- d) Members will be able to redeem the deals or privileges again in the following months once they have fulfilled the terms as stipulated in *Clause 3.1* to participate in the Programme.
- e) Upon end of the Programme, Members are allowed to claim the vouchers as per stipulated in clause 3.7 (b)
- f) PDB and / or the merchant(s) have the right to amend the Terms & Conditions at any given time without prior notice.

5.0 Uncaptured Transactions:

- 5.1 In the event that during the Programme Period, the Member's transaction(s) via their Setel account is not captured for any reason whatsoever, PDB and Setel reserves the right to exclude the said transaction(s) amount from the Programme.
- 5.2 Nonetheless, PDB and Setel will on a best effort basis, endeavour to take any such steps that would enable the Members(s) to participate in the Programme.

6.0 Miscellaneous:

- 6.1 These Terms and Conditions shall be subject to and be read together with each individual Voucher's deals or privileges Terms and Conditions and the Members' Terms and Conditions as stated in the PETRONAS Mesra Loyalty Programme on the MyMesra website and Setel app. For the avoidance of doubt, if there are any discrepancies between any of the terms and conditions, the Terms and Conditions stipulated herein shall prevail.
- 6.2 Members who use an Eligible Mesra card on the Setel app will be further subjected to Setel's Terms and Conditions as issued and revised by Setel Ventures Sdn Bhd, the owner and operator of Setel app, from time to time.
- 6.3 PDB reserves the right at any time at its absolute discretion, without prior notice, to substitute any of the deals or privileges offerings.
- 6.4 All costs, fees and/or expenses incurred or to be incurred by the Members in relation to the deals and/or privileges, which shall include but not be limited to the cost of transportations, and/or other costs, are the sole responsibility of the Members.
- 6.5 By entering or participating in the Programme, Members hereby fully and unconditionally agree and accept all the Terms and Conditions herein contained and agree that the decisions of PDB regarding the Programme and

all matters relating to or in connection thereto are final and binding and no such queries, appeals or correspondences will be entertained.

- 6.6 Non-compliance by the Members with any of the Terms and Conditions herein contained shall entitle PDB to disqualify any entry and/or revoke any privileges/deals awarded.
- 6.7 PDB reserves the right to cancel, shorten, extend, suspend, or terminate the Programme at any time without prior notice to Members. For the avoidance of doubt, any cancellation, extension, suspension, or termination of the Programme at any time shall not entitle the Members to claim any compensation from PDB for all losses or damages suffered or incurred by the Members as a result of the said cancellation, extension, suspension or termination. PDB also reserves the right to amend, modify, delete, or change any of the Terms and Conditions herein contained at any time at its absolute discretion without prior notice. Continued participation in the Programme following any such changes and/or amendments shall constitute the Member(s) unconditional acknowledgment, understanding, agreement and acceptance of such changes in respect of the Terms and conditions.
- 6.8 Membership in this Programme and all related benefits are offered at the sole discretion of PDB. PDB reserves the rights, from time to time, to restrict, suspend or otherwise alter aspects of these Terms and Conditions with or without notice to the Members, which changes may affect the value of the points already accumulated.
- 6.9 PDB assumes no responsibility for any technical failure of or within the Programme system and Setel app.
- 6.10 PDB may also modify, suspend, or terminate the Programme or replace it with another Programme at any time. PDB will notify any such change directly to Members.
- 6.11 PDB shall not be held responsible or liable for any claims of loss or damage to property or personal injury or loss of life by the Members and/or any party resulting from or arising out of or in connection with this Programme or the privileges/deals provided under this Programme.
- 6.12 These Terms and Conditions prevail over any provisions or representations contained in any brochure or other promotional materials advertised under this Programme.
- 6.13 PDB is the final authority to decide on the interpretation of these Terms and Conditions and as to any other matters relating to this Programme.
- 6.14 For any enquiries, please call MESRALINK at 1 300 22 8888 or email Setel's customer service at hello@setel.com or chat with Setel's customer service through the live chat function.

7.0 Personal Data

- 7.1 By participating in the Programme, Participants are deemed to have agreed and consented to the collection, processing, use, disclosure and retention by PDB 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 www.mymesra.com.my/pdpa