

## TERM & CONDITIONS

### Membership

- The Smiles Driver Reward ("Programme") is proprietary to ExxonMobil Malaysia Sendirian Bhd. ("ExxonMobil") where acceptance of any person(s) to the Programme shall be subject to the approval of ExxonMobil and once accepted by ExxonMobil, participation by any such person ("Cardmember") in the Programme shall be subject to the terms and conditions contained herein. The Programme is open only to Malaysia residents and shall only be valid at Esso or Mobil branded service stations ("Service Stations") situated in Malaysia.
- The Programme and any terms and conditions, as amended from time to time, shall be governed by the laws of Malaysia and both Cardmember and ExxonMobil agree to submit to the exclusive jurisdiction of the courts of Malaysia.
- Any individual desiring to become a Cardmember must complete and submit an application in the form prescribed by ExxonMobil and shall be issued with a Smiles card ("the Card"), free of charge, the use of which shall at all times be subject to the terms and conditions contained herein. The Smiles Card will not be activated for redemption if details requested in the application form are incomplete. Applicants for the Card must be aged 16 years old and above.
- The 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.
- The Cardmember warrants and represents that the details and particulars contained in the application form referred to in Clause 3 above shall be true. Upon receipt of the Card, the Cardmember 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 Cardmember must notify ExxonMobil promptly in writing of any changes to his/her details and/or particulars submitted to ExxonMobil or stated in his/her application form. ExxonMobil 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 Cardmember's failure to notify ExxonMobil of such changes.
- The Card shall at all times remain the property of ExxonMobil and must be surrendered to ExxonMobil immediately upon request. ExxonMobil may, at its sole discretion, terminate the membership or Programme or the use of the Card at any time without notice or reason.
- Lost, damaged or defective cards must be reported immediately to the Smiles Customer Service Centre at 1-300-880-323. If a Card is lost, ExxonMobil may at its discretion issue a replacement Card at a cost of 50 Smiles Points and any delivery charges incurred shall be charged to the Cardmember. Where a Card is damaged or is defective, a replacement Card will be issued, at ExxonMobil's discretion, to the Cardmember. Upon notification of loss, damage or defect, any points resident in the lost, damaged or defective Card may, at ExxonMobil's discretion, be credited to the replacement Card. ExxonMobil shall not be held liable for the loss of any accumulated points due to card loss, damage or defect. Any fees and/or charges payable by the Cardmember in accordance with this Clause or with any other provisions herein may, at ExxonMobil's discretion, be paid by way of deduction of equivalent points based on the then prevailing rate, as may be determined by ExxonMobil from time to time.
- A Cardmember may at any time terminate his/her membership by returning the Card, cut in half, to ExxonMobil by personal delivery to any participating Service Stations or by way of registered post. In such an event, ExxonMobil shall not be responsible or liable for any unredeemed points which shall be forfeited upon such termination by Cardmember.
- Use of the Card by the Cardmember shall constitute acceptance of these terms and conditions.
- All members shall only be entitled to one Card each.

### Accumulation of Points

- Points will be awarded to a Cardmember having possession of a valid Card and presenting it to the pump attendants / cashier of the participating Service Stations for the purchases of such items as ExxonMobil shall designate from time to time in its absolute discretion ("Qualifying Purchases"). The Card must be presented to the cashier 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 ExxonMobil.
- In the case where valid Qualifying Purchases were made but were not recorded, Cardmembers shall be required to provide proof of purchase including receipts before points can be awarded for such valid Qualifying Purchases. ExxonMobil 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.

- Once the Card 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 Cardmember. Such transaction receipt shall be conclusive record of the Qualifying Purchases made and the points accumulated thereon. The receipt shall contain details of Cardmember's Qualifying Purchases and Cardmember's points account and summary. No monthly statement will be sent to the Cardmember.
- The points awarded and credited to the Card cannot be transferred or assigned to another Card or any other card issued by or on behalf of ExxonMobil or combined or aggregated with the points of such Card or card or otherwise dealt with except in accordance with this Agreement. Points have no cash or monetary value.
- ExxonMobil reserves the right to determine, vary or change from time to time the qualifying goods and services and/or number of point to be awarded for each Ringgit spent for Qualifying Purchases without prior notice or assigning any reasons whatsoever.
- Points accumulated in Cardmember's Card will expire in the event Cardmember 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, the Card will be cancelled and accumulated points will be forfeited at the discretion of ExxonMobil and without notice to Cardmember.

### Redemption

- A Cardmember who has accumulated sufficient points in his/her Card and is eligible, subject to meeting any conditions that ExxonMobil may impose, may redeem the same for such items ("Rewards"), as ExxonMobil shall designate from time to time at its absolute discretion, which Rewards shall be listed in the then prevailing Rewards Guide and shall be subject to the terms and conditions therein.
- All Rewards are subject to availability and ExxonMobil 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.
- Upon redemption of any particular Reward, accumulated points recorded in Cardmember's account will be reduced by the corresponding number of points stipulated in the then prevailing Rewards Guide for the specific Reward.
- Cardmember may also redeem such Rewards specified in the then prevailing Rewards Guide (excluding items redeemed from service stations) by order and to be delivered to the Cardmember's address as listed in ExxonMobil's records by completing an order form set out in the Rewards Guide. 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 ExxonMobil deems fit. ExxonMobil will endeavor to deliver the redeemed Reward to Cardmember within 4 weeks upon receiving the Rewards order form from the Cardmember. All Rewards delivered do not include installation cost, batteries etc and is on an as-is basis.
- The Cardmember may refer to the Rewards Guide 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, ExxonMobil gives no representation or warranty with respect to any products and/or services featured in the Rewards Guide. ExxonMobil 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.
- ExxonMobil 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 Cardmember and such suppliers.
- For Rewards that are to be redeemed from supplier of Rewards as shall be appointed by ExxonMobil from time to time, the Cardmember shall present his/her Card for Rewards redemption and shall comply with any terms and conditions imposed by such supplier. Rewards, once redeemed, cannot be revoked, exchanged, returned, or refunded. In any and all circumstances, any deduction of points from the Cardmember's account shall not be reversed.
- The Cardmember 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:
  - in respect of redemption at the Mart, Cardmember must return the Rewards immediately to the cashier at the Service Stations.
  - in respect of redemption of rewards from the Rewards Guide and delivered to Cardmember's address listed in ExxonMobil's records, Cardmember 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 Cardmember can choose to contact Smiles Customer Service Centre at 1-300-880-323 to lodge a complaint of faulty or damaged Rewards within 7 days of receiving the Rewards.
- ExxonMobil reserves the right to reject any request for the replacement of faulty or damaged Rewards should the Cardmember fail to return the same in the manner and within the time period set out in Clauses 25 and 26.
- Notwithstanding any provision to the contrary, ExxonMobil reserves the right not to provide any replacement Rewards if in ExxonMobil's opinion the item is found to be damaged or rendered faulty due to the negligence or deliberate acts of the Cardmember.
- ExxonMobil 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.
- Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, ExxonMobil reserves the right to deduct accumulated points from the Cardmember's account or refuse the redemption of any Rewards or to recall such redeemed Rewards under the following circumstances:
  - points suspected to be fraudulently recorded or obtained;
  - any points erroneously awarded due to system glitches or any other reasons;
  - any points derived from any transaction, which has been cancelled, voided, refunded or reversed; or
  - any points derived from the purchase of inventory and stocks by a Cardmember who is appointed to operate, manage or work at a Service Station.
- ExxonMobil has the right, without prior notice and assigning any reasons whatsoever, to determine and change from time to time:
  - the Rewards offered in the Programme as listed in the Rewards Guide or in any other documents; and
  - the qualifying points required for redemption of Rewards.

### General Variation

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

### Participating Companies

- ExxonMobil 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.

### Disclosure of Information

- The Cardmember hereby authorizes ExxonMobil and/or its employees or servants to hold, make use of, disclose, divulge or reveal any information relating to the Cardmember and the Cardmember's use of the Card in such manner and to such extent as ExxonMobil shall from time to time deem necessary, to such parties and/or its agents involved in the Programme for research, planning, product development and direct marketing. Additionally, the Cardmember agrees to allow their particulars and data, including data relating to purchases and mode(s) of payments, to be passed or disclosed between ExxonMobil, its affiliates and its Programme contractors or suppliers for the purpose of maintaining Cardmember's account with and continued participation of the Programme.

### Security of Card

- The Cardmember shall take necessary security measures to ensure the proper and valid use of the Card.
- ExxonMobil shall not be liable, in the absence of willful misconduct or negligence on the part of ExxonMobil or its employees for any loss or damage suffered by the Cardmember arising out of or in connection with the use of the Card.

### Exclusion of Liability

- ExxonMobil 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.
- Without prejudice to any other terms and conditions set out herein, any liability ExxonMobil may have to Cardmembers 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 ExxonMobil shall at its discretion determine.
- ExxonMobil shall not be liable for any loss or damage caused to the Cardmember arising from any act or omission of the operator of any Service Station and/or ExxonMobil's appointed agents and contractors or suppliers including without limitation, any refusal to

honor or accept the Card or any statement or other communication made in connection herewith or any defective or deficient goods or services supplied. Any dispute or claim the Cardmember may have with or against the operator of a Service Station and/or ExxonMobil's appointed agents and contractors or suppliers shall not affect the obligations of the Cardmember under these terms and conditions.

- 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.
- ExxonMobil 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 ExxonMobil.
- ExxonMobil shall not be liable for any loss or damage suffered by the Cardmember due to the following reasons:
  - any delay or failure in replacing the Card;
  - any damage to any Reward in the course of delivery or post;
  - any failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;
  - any statement, communication or implication arising from any revocation, suspension or restriction of the use of the Card; and
  - any failure or omission to notify the Cardmember of any changes in the terms and conditions of this Agreement, Rewards Guide, participating companies, Qualifying Purchases and points awarded for Qualifying Purchases.

### Dispute

- Any claim or disputes relating to the Programme or the use of the Card shall be referred directly to ExxonMobil for decision, whose decision shall be final and binding on the Cardmember and ExxonMobil's records of all matters relating to the Programme shall be conclusive and binding on the Cardmember.

### Termination

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

### Miscellaneous

- A notice shall be deemed to be given by ExxonMobil to a Cardmember if it is posted to the latest address of the Cardmember appearing in the Cardmember's records or the application form submitted by the Cardmember or by way of a notice displayed at Service Stations.
- Notwithstanding anything in this Agreement, ExxonMobil'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 Cardmember's participation in the Programme.
- The invalidity or unenforceability of any of the provisions herein or any part thereof shall not substantially nullify the underlying intent of this Agreement and the invalid or unenforceable provisions of this Agreement shall not affect the validity or enforceability of the other terms and provisions herein contained which shall remain in full force and effect.
- 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 ExxonMobil and the Cardmember or any terms and conditions that may be specified in any written communication sent by ExxonMobil to the Cardmember from time to time.
- Any abuse or fraud with respect to points under the Programme or redemption of Rewards will result in the cancellation of the Cardmember's participation in the Programme, cancellation of the Card and revocation of points or return of redeemed Rewards (or its reasonable compensation thereto).
- ExxonMobil reserves the right to cancel any Cards that have not been used for any continuous period of 12 months and forfeit any points accumulated thereunder.
- ExxonMobil 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 Cardmember's account in respect of the Programme and/or any of its rights, obligations or liabilities hereunder, without the consent of the Cardmember.
- The laws of Malaysia shall govern this Agreement between ExxonMobil and the Cardmember. The parties hereby submit irrevocably to the jurisdiction of the Courts of Malaysia.

*Terms & Conditions are updated as of 27 December 2005.*