

PETRON LOYALTY CARD PROGRAM

GENERAL TERMS AND CONDITIONS

(Applies to PETRON VALUE CARD / PETRON SUPER DRIVER CARD / PETRON TITANIUM CARD / CO-BRANDED CARD / PMILES)

Program and Membership

1. The Petron Loyalty Program ("Program") is a loyalty and rewards redemption program of Petron Corporation ("Petron") which aims to provide maximum value to Petron Loyalty Cardholders, ("Cardholders") by granting them rewards points ("Points"), discounts, added services and other benefits.
2. The Program is offered to Petron customers at the sole discretion of Petron and is open only to individuals who are eighteen (18) years of age and older and have enrolled in the Program. The Petron Loyalty Card account ("Account") is issued by Petron with office address at San Miguel Corporation, Head Office Complex, 40 San Miguel Avenue, Mandaluyong City, Philippines. The terms and conditions set forth herein govern the Program ("Program Rules").
3. Any individual desiring to become a Cardholder ("Applicant") may go to any participating Petron Service Station to avail of the Petron Loyalty Card ("PLC") and pay any corresponding fee whenever applicable. Upon compliance with the foregoing requirements, the application shall be processed, and once approved by Petron, the Applicant shall be issued the PLC. No groups, corporations, or other entities are allowed to participate in the Program. All questions or disputes regarding the Applicant's eligibility for membership in the Program will be resolved by Petron, at its sole and absolute discretion.
4. Upon enrollment, Applicant will be issued a PLC that is linked to an Account. The membership in the Program will be renewed automatically every year as long as the Account is active, or until Petron announces the Program's cancellation. The Program is not subject to an annual fee.
5. Petron reserves the right to approve, deny or revoke participation in the Program to any individual for any reason whatsoever on an immediate basis and without prior notice.

Use of the Petron Loyalty Card

6. The PLC is an exclusive property of Petron and the Cardholder agrees to surrender the PLC upon request of Petron.
7. The use of the PLC by the Cardholder shall constitute his/her acceptance of all Terms and Conditions herein provided and all amendments thereon ("Terms and Conditions").
8. The PLC is issued solely for the purpose of the Program. The Cardholder understands that PLC is not a debit card, credit card, charge card, or any other payment system or service, and is non-transferrable.
9. As an added security feature of the PLC, Cardholder must immediately register the PLC through SMS or such other mode and in the manner prescribed by Petron to enjoy other features and benefits as applicable. Petron shall not be liable for any unauthorized redemption of Points brought about by failure of the cardholder to immediately register the PLC. Lost, damaged or defective PLC must be reported immediately to Petron by calling the PVC Hotline at (02) 8802-7777 (Mon-Fri, 7AM-4PM), or email petronvaluecard@petron.com, or through such other contact information as may be designated by Petron. Petron shall not be liable for the unauthorized redemption of Points or any unauthorized use of the PLC.
10. In the event that the PLC is lost or damaged, Petron, at its discretion, may issue a replacement PLC for free or require the Cardholder to re-apply for a new PLC. Any benefit pertaining to the lost or damaged PLC may, at Petron's sole discretion, be credited to the replacement card.
11. The Cardholder shall be solely responsible to ensure that his/her PLC shall not be used by any unauthorized person and that the same shall be validly and properly used in accordance with the Program.
12. The Cardholder shall be solely responsible to ensure that his/her PLC is correctly returned to him/her after every transaction.

Earning of Points

13. Cardholder is entitled to earn Points for fuel (Gasoline, Diesel, and Kerosene), engine oils, and Gasul purchases upon presentation of the PLC. Points are issued for promotional purposes only pursuant to the Program. Points may not be assigned, sold, transferred, and/or pledged to any third party. Points from separately enrolled Accounts may be combined into one Account, subject to applicable processing fees.
14. Points awarding is subject to a per card limit of 70 liters per day, 2 transactions per day and maximum monthly cumulative fuel purchase of 500 liters. Petron Engine Oils and Gasul are subject to monthly sub-limits of maximum of 125 Points and 30 Points, respectively. Bonus Points awarding (i.e. Frequent Visit, Birthday Bonus, other various bonus points offers) may be subject to transaction limits/filters. Petron reserves the right to vary the amount and/or frequency as it deems necessary.
15. Points may only be earned at participating Petron Service Stations with operable electronic transaction networks. Cardholders will not be able to earn Points at other non-participating Petron Service Stations or at any non-Petron gas stations.
16. Points may be earned for cash and credit transactions. Petron Fleet Card, bulk, wholesale, and purchase order transactions are not included in the Program.
17. Petron has the right to monitor all PLC Account activity. If, at Petron's sole reasonable discretion, it is determined that Cardholder has engaged in any fraud, abuse, or suspicious activity; failed to follow the Program Rules; made any misrepresentations; or been inactive for the past three (3) years, Petron reserves the right to close, suspend or freeze the Account immediately, prohibit the Cardholder from accruing and/or earning Points, and/or forfeit any Points not yet redeemed. If Cardholder's Points are cancelled or forfeited for any reason, Petron will not reinstate those Points to the Account. If the Account is closed for any reason, the Cardholder's membership in the Program will be terminated. If Cardholder conducted any fraudulent activity, Petron reserves the right to take any necessary legal action and may have grounds to confiscate any Points redeemed as a result of such activity.
18. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, Petron reserves the right to deduct accumulated Points from the Cardholder's Account or refuse the redemption of any Points or to recall such redeemed Points under the following circumstances:
 - a. Points suspected to be fraudulently recorded or obtained;
 - b. Points erroneously awarded due to system glitches or any other reasons;
 - c. Points derived from any transaction, which has been cancelled, voided, refunded or reversed; or
 - d. Points derived from the purchase of inventory and stocks by a Cardholder who is appointed to operate, manage or work at a Petron Service Station.
 - e. PLC has been inactive (no awarding or redemption activity) for the past three (3) years.
19. If Cardholder has any questions about his/her Account balance, or if he believes that his Account has been the subject of any suspicious activity, the Cardholder may contact Petron at its designated communication channels.

Redemption of Points

20. A Cardholder who has accumulated sufficient Points in his PLC and is eligible, subject to meeting any conditions that Petron may impose, to redeem the same for such items ("Rewards") from participating Petron Service Stations, as Petron shall designate from time to time at its absolute discretion, which Rewards shall be listed in the then prevailing Rewards Guide in the Petron website and Petron Value Card mobile application and shall be subject to the terms and conditions therein.
21. Petron has the right to adjust the Points needed to redeem the Rewards, and to change the Rewards according to the equivalent Points without notice to, and the consent of, the Cardholder.
22. All Rewards are subject to availability and Petron has the right to substitute the Rewards with other items of similar value in the event the requested Rewards are out of stock or unavailable for whatsoever reason.
23. Rewards, once redeemed, cannot be revoked, exchanged, returned, or refunded. In any and all circumstances, any deduction of Points from the Cardholder's Account shall not be reversed.
24. Accumulated Points are not convertible to cash.
25. Upon redemption of the Reward, accumulated Points recorded in Cardholder's Account will be reduced by the corresponding number of Points stipulated in the then prevailing Rewards Guide for the specific Reward.

26. Petron has the right to refuse the grant of Rewards or to accept any returned item if Petron, in its sole discretion, has a reason to believe that the transaction is fraudulent or that there is a mistake in the recording of the accumulated Points.
27. Cardholders are encouraged to check the Reward upon receipt. Items that are broken or defective must be surrendered to the relevant Petron Service Station or office where the item is sourced within 24 hours. If not, all fees (delivery charge) in returning the defective item to Petron or any corresponding redemption center must be shouldered by the Cardholder.
28. If the Reward is defective or needs to be repaired, all the reports and requests should be addressed to the manufacturer based on the warranty of the Reward.
29. For Rewards that are to be redeemed from supplier of Rewards as shall be appointed by Petron from time to time, the Cardholder shall present his PLC 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 Cardholder's Account shall not be reversed.
30. Petron shall not be liable for Rewards supplied or for 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 products or certificates/vouchers shall be solely between the Cardholder and such suppliers.
31. Petron shall not be liable for the unavailability of any Reward for any reason, failure to inform the Cardholder of the changes in the Terms and Conditions and the changes in the products and services under the Rewards program, and modification, suspension or termination of the Program.
32. All warranties, expressed or implied, including without limitation the warranties of merchantability, non-infringement and fitness for a particular purpose of any item, product or service claimed or supplied pursuant to the Program, are hereby excluded to the fullest extent permissible by law.

Other Benefits

33. The Cardholder can also avail of discounts, added services and other benefits granted or in the future may be granted under the Program ("Benefits"). For more information about the Benefits and the terms and conditions thereof, Cardholder may visit www.petron.com.
34. Petron shall use reasonable endeavors to provide Cardholders with accurate and timely information regarding the Benefits including any changes thereof; however, Petron shall not be liable in any way for failure to do so.
35. To avail of the Benefits, the Cardholder must present his/her active PLC. Petron shall decline any availment of Benefits if the Cardholder fails to present his/her active PLC and valid government-issued identification card.
36. The Benefits have no cash or monetary value and cannot be exchanged for cash. The Cardholder cannot assign, transfer or convey any rights pertaining to his PLC.
37. All questions or disputes regarding the Cardholder's eligibility or entitlement to the Benefits shall be resolved by Petron, at its sole and absolute discretion.
38. In the event that any Benefits granted under the Program are provided by another person pursuant to an agreement with Petron, Petron shall not be liable for any breach committed or injury caused by such person.
39. Petron shall have the sole and absolute discretion to vary or discontinue any Benefit granted under the Program or modify the terms and conditions thereof.

Privacy Policy

40. By registering the PLC, becoming a Cardholder, using the PLC, and/or participating in the Program, the Applicant or the Cardholder whose personal information is disclosed to Petron, its officers, employees or authorized agents ("Data Subject") agrees to the Privacy Policy herein provided, and all amendments thereto.
41. The Data Subject hereby consents to the collection, recording, organization, storage, update, use, destruction, disclosure, or processing of his/her personal and sensitive personal information (which shall include, but shall not be limited, to the Data Subject's full name, date of birth, residence address, valid government-issued identification card, mobile number, email address, type of vehicle, purchases and mode(s) of payments and such other information as Petron may deem reasonably necessary for the

Program), ("Personal Data") by Petron, and Petron's subsidiaries and affiliates, contractors, service providers, suppliers and other authorized third parties for purposes of maintaining the Data Subject's account with and continued participation in the Program, research, planning, product development, direct marketing and other legitimate purposes. The Data Subject acknowledges and confirms that withdrawal or withholding his/her consent may restrict the effective use of the PLC and/or participation in the Program.

42. The Data Subject also authorizes Petron and/or its employees or representatives to process, hold, use, disclose, divulge or reveal any information relating to the Data Subject and the Data Subject's use of the PLC in such manner and to such extent as may be required by applicable legislation, regulation, government agency or court order.
43. The Data Subject warrants that all Personal Data he/she provides are correct and may be relied upon by Petron. The Data Subject undertakes to promptly notify Petron in writing of any changes on the information provided. The Data Subject shall hold Petron free and harmless from any liability or claims for damages or loss arising from Petron's reliance on the information he/she provided.
44. The Data Subject understands that he/she is entitled to certain rights in relation to the Personal Data collected from him/her, including the right to access and correct his/her Personal Data being processed, object to the processing, and to lodge a complaint before the National Privacy Commission in case of violation of his/her rights as a data subject. For this purpose, the Data Subject may send Petron an e-mail at contactus@petron.com to request access to, correct and/or delete any Personal Data that he/she has provided to us. However, the Data Subject agrees and acknowledges that Petron cannot delete the Personal Data without restricting or removing the Data Subject's participation in the Program and that Petron may not accommodate a request to correct and/or delete Personal Data if Petron believes the same would violate any law or legal requirement or cause the Personal Data to be incorrect.
45. Any questions and/or concerns regarding privacy matters under this clause on Privacy Policy and Consent, Petron's use of the Personal Data and/or rights in relation thereto under the Data Privacy Act of 2012, may be addressed by the Data Subject to Petron's Data Protection Officer at the following: dataprotectionofficer@petron.com and (+632) 8884-9200.

Partner Entities

46. Petron reserves the right to invite or allow any other entity to participate in the Program and in such event to modify the Program and any of the terms and conditions provided herein or other agreements or documents relating to the Program, including the terms and conditions in relation to Points redemption and other Benefits.

Termination

47. Petron may, at its sole discretion and for whatever reason, terminate the Program, in whole or in part, at any time without need of any notice to Cardholder.
48. The Cardholder, for any cause and at any time may terminate his/her membership by returning the PLC to Petron at San Miguel Corporation Head Office Complex, 40 San Miguel Avenue, Mandaluyong City provided in the Contact Information. Any unredeemed Points, Rewards and Benefits stored in the PLC shall be forfeited.
49. Any breach of the Terms and Conditions, whether intentional or otherwise, may result in termination of the Cardholder's membership, forfeiture of any Points, Rewards and Benefits, cancellation of PLC or being blacklisted by Petron in any program or promos that may be implemented in the future.

Exclusion of Liability

50. Petron shall not be liable howsoever for any error, delay, non-performance of its obligations under this Terms and Conditions, and/or loss or damage in relation to the Program, which may be directly or indirectly due to breakdown, failure of machinery or the processor, system failure, industry dispute, fire, explosion, earthquake, lightning, storm, hurricane, typhoon, perils of the sea, flood, drought, war, riots, or compliance with a mandatory order or request of the government, acts of God, and any circumstance beyond the reasonable control of Petron.
51. Petron shall not be liable for any loss or damage caused to the Cardholder arising from any act or omission of the operator of any participating Petron Service Station and/or the Petron's appointed agents and contractors or suppliers including without limitation, any refusal to honor or accept the PLC or any

statement or other communication made in connection herewith or any defective or deficient goods or services supplied. Any dispute or claim the Cardholder may have with or against the operator of a participating Petron Service Station and/or the Petron's appointed agents and contractors or suppliers shall not affect the obligations of the Cardholder under these Terms and Conditions.

52. Petron shall not be liable for any loss of 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 for whatever cause.
53. All conditions and warranties, whether express 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 Program, PLC, Points, Rewards and Benefits are expressly excluded to the extent permitted by law.
54. Petron shall not be liable for any loss or damage suffered by the Cardholder due to any of the following reasons:
 - a. failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;
 - b. delay or failure in replacing the PLC;
 - c. statement, communication or implication arising from any revocation, suspension or restriction of the use of the PLC; and
 - d. failure or omission to notify the Cardholder of any changes in the Terms and Conditions, the Program, Rewards Guide, participating entities, qualifying purchases and Points awarded for qualifying purchases.

Notices and Modifications

55. Any notice in writing to Petron in relation to the Program or the PLC shall be sent to petronvaluecard@petron.com.
56. For updates on the Terms and Conditions or any announcement regarding the Program, please visit www.petron.com. The Cardholder shall be conclusively presumed to have been notified by such updates or announcement upon posting of the same to the aforementioned web address.
57. Petron may cancel, modify, restrict, waive, or terminate any of the Program Rules, including but not limited to, the rules for earning and redeeming Points and the expiration policy for Points and the expiration of Membership, at any time, with or without prior notice, even though these changes may affect Cardholder's ability to use any Points he has already earned.
58. In the event the Cardholder is not agreeable to such variation, addition and/or amendments, the Cardholder may terminate his/her membership by surrendering his PLC to Petron at its address provided in the Contact Information. Cardholder's non-termination or continued use of his PLC shall be conclusively deemed as his/her acceptance of the variation, addition and/or amendments of the Terms and Conditions.
59. Cardholder is responsible for remaining knowledgeable of any changes that Petron makes to the Program and the Program Rules. The most current version of these Program Rules will be available on the website www.petron.com and will supersede all previous versions of these Program Rules.

Dispute Resolution

60. For transaction disputes, it is the Cardholder's responsibility to keep transaction slips and other relevant records for verification. Disputes within thirty (30) days from date of transaction may be validated. Cardholder will have to submit original or photocopied transaction slip and other supporting documents that Petron may require. Transaction disputes that are more than thirty (30) days from date of transaction will no longer be validated.
61. Any claim or disputes relating to the Program or the use of the PLC shall be referred directly to Petron for decision, whose decision shall be final and binding on the Cardholder and Petron's records of all matters relating to the Program shall be conclusive and binding on the Cardholder.

Other Conditions

62. In the event that the PLC is issued pursuant to a contract with Petron, in case of inconsistencies, conflict or disagreement between the Terms and Conditions and the said contract, the latter shall prevail.

63. Failure of Petron to enforce any Terms or Conditions does not constitute a waiver of that Terms or Conditions.
64. For any claims or actions against Petron arising from the Program, Petron's liability, whether for one or several causes of actions, shall not exceed the amount of Three Thousand Pesos Only (PhP3,000.00) or the actual damages suffered by the claimant, whichever is lower.
65. These Terms and Conditions shall be governed by the laws of the Republic of the Philippines. In case of any action arising from the Program shall be filed before the proper courts in the City of Mandaluyong, to the exclusion of all other venues.
66. If any clause of the Terms and Conditions or any document referred herein is declared void, invalid or unenforceable by a competent court, the remaining clauses shall remain valid and unimpaired, and this Terms and Conditions shall be observed as if the avoided clause did not exist.

Terms & Conditions updated as of August 20, 2021