

PETRON VALUE CARD PROGRAM

GENERAL TERMS AND CONDITIONS

(Also applies to P Miles Petron Value Card/ Titanium Card/ Petron Super Driver Card/ P Miles Autosweep RFID Card/ Prepaid Fleet Card/ / Pag-IBIG Loyalty Card/ BMW Card)

Program and Membership

1. The Petron Value Card Program ("Program") is a loyalty and reward redemption program of Petron Corporation ("Petron") which aims to provide maximum value to Petron Value Card holders, ("Cardholders") by granting them reward 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 Value Card account ("Account") is issued by Petron Corporation with office address at San Miguel Corp., Head Office Complex, 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 station to avail of the card 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 Petron Value Card ("PVC"). All questions or disputes regarding the Applicant's eligibility for membership will be resolved by Petron, at its sole and absolute discretion.
4. Upon enrollment, Applicant will be issued a PVC that is linked to an Account. The membership in the Program will be renewed automatically every year 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 Value Card

6. The PVC is an exclusive property of Petron and the Cardholder agrees to surrender the card upon request of Petron.
7. The use of the PVC by the Cardholder shall constitute his acceptance of all the Terms and Conditions herein provided and all the amendments thereon ("Terms and Conditions").
8. The PVC is issued solely for the purpose of the Program. The Cardholder understands that PVC is not a credit card or charge card and is non-transferrable.
9. As an added security feature of the card, Cardholder must immediately register the PVC through SMS to enjoy other features and benefits as applicable. Petron shall not be liable for any unauthorized redemption of PVC points brought about by failure of the cardholder to immediately register the card.
To register, type REG<space>Card Number<space>FirstName/MI/Surname<space>Birthdate<space>Address
Ex. REG 7828xxxxxxxxxxx JOHN/S/CRUZ 8/13/1984/5 Rewards St., Brgy. Loyalty, Mandaluyong City 1550 and SEND to 09175671111
An SMS confirmation from PETRON must be received to ensure successful registration.
10. Lost, damaged or defective PVC must be reported immediately to Petron in writing or by calling the PVC Hotline. Petron shall not be liable for the unauthorized redemption of PVC points or any unauthorized use of the PVC within 24 hours from its receipt of the report of lost card.
11. In the event that the PVC is lost or damaged, Petron, at its discretion, may issue a replacement PVC for a fee or require the Cardholder to re-apply for a new PVC. Any benefit pertaining to the lost or damaged PVC may, at the Petron's sole discretion, be credited to the replacement Card.
12. The Cardholder shall be solely responsible to ensure that his PVC shall not be used by any person and that the same shall be validly and properly used for its right purpose.
13. The Cardholder shall be solely responsible to ensure that his PVC is correctly returned to him after transaction is made.

Earning of Points

14. Cardholder is entitled to earn Points for fuel (Gasoline, Diesel, Kerosene and AutoLPG), engine oils and Gasul purchases upon presentation of PVC. Points are issued for promotional purposes only. Points may not be assigned, sold, transferred, and/or pledged to any third party. Cardholders have no property rights or other legal interests in Points. Points from separately enrolled Accounts may be combined into one Account, subject to applicable processing fees.

15. 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 75 points and 20 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.
16. 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.
17. Points may be earned for cash, credit and debit card transactions. Petron Fleet Card, bulk, wholesale, and P.O. transactions are not included in the Program.
18. Petron has the right to monitor all PVC 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 his Account immediately, block the registered mobile number, 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.
19. 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. 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 Cardholder who is appointed to operate, manage or work at a Petron Service Station.
 - e. card has been inactive (no awarding or redemption activity) for the past three (3) years.
20. If Cardholder has any questions about his Account balance, or if he believes that his Account has been the subject of any suspicious activity, he should call the Petron Hotline number at the back of the PVC.

Redemption of Points

21. A Cardholder who has accumulated sufficient Points in his PVC and is eligible, subject to meeting any conditions that Petron may impose, to redeem the same for such items ("Rewards"), as Petron 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.
22. All Rewards are subject to availability and Petron 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. Accumulated Points are not convertible to cash.
23. Upon redemption of any particular 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.
24. Petron 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 products or certificates/vouchers shall be solely between the Cardholder and such suppliers.
25. 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 PVC 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.

Other Benefits

26. 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, please visit www.petron.com.
27. 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.
28. To avail of the Benefits, the Cardholder must present his active PVC. Petron shall decline any availment of Benefits if the Cardholder fails to present his active PVC.

29. Any Benefit accruing to the PVC does not constitute as a property of the Cardholder. 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 PVC.
30. 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.
31. 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.
32. Petron shall have the sole and absolute discretion to vary or discontinue any Benefits granted under the Program or modify the terms and conditions thereof.

Privacy Policy

33. By registering the card or by becoming a Cardholder, the Applicant or the Cardholder agrees to the Privacy Policy herein provided, and all its amendments thereto.
34. The Applicant or the Cardholder allows Petron to process and use all information provided by him, including personal information, for any purpose and to share such information to third persons for purposes of the Program.
35. The Cardholder hereby authorizes Petron and/or its employees or representatives to hold, make use of, disclose, divulge or reveal any information relating to the Cardholder and the Cardholder's use of the PVC in such manner and to such extent as Petron shall from time to time deem necessary, when it is required by applicable legislation, regulation, government agency or court order. Petron may further disclose, divulge or reveal any information relating to the Cardholder and the Cardholder's use of the PVC to any party and/or its agents involved in the Program for research, planning, product development and direct marketing. Additionally, the Cardholder agrees to allow their particulars and data, including data relating to purchases and mode(s) of payments, to be passed or disclosed between Petron, its affiliates and its Program contractors or suppliers for the purpose of maintaining Cardholder's account with and continued participation of the Program.
36. The Applicant or the Cardholder warrants that all information provided are correct and may be relied upon by Petron. The Cardholder undertakes to promptly notify Petron in writing of any changes on the information provided. The Applicant or the Cardholder shall hold Petron free and harmless from any liability or claims for damages or loss arising from Petron's reliance on the information he provided.

Partner Companies

37. Petron reserves the right to invite or allow any other companies 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

38. Petron may, at its sole discretion and for whatever reason, terminate the Program at any time without need of any notice to Cardholder.
39. The Cardholder, for any cause and at any time may terminate his membership by returning the PVC to Petron at its address provided in the Contact Information. Any unredeemed Benefits stored in the PVC shall be forfeited.
40. Any breach of the Terms and Conditions, whether intentional or otherwise, may result in termination of the Cardholder's membership, forfeiture of any Benefits, cancellation of PVC or being blacklisted by Petron in any program or promos that may be implement in the future.

Exclusion of Liability

41. Petron 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 Petron.
42. 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 PVC 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 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.
43. Petron 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 for whatever cause.

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 PVC are expressly excluded to the extent permitted by law.
45. Petron shall not be liable for any loss or damage suffered by the Cardholder due to the following reasons:
 - a. any failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;
 - b. any delay or failure in replacing the PVC;
 - c. any statement, communication or implication arising from any revocation, suspension or restriction of the use of the PVC; and
 - d. any failure or omission to notify the Cardholder of any changes in the terms and conditions of this Agreement, Rewards Guide, participating companies, qualifying purchases and points awarded for qualifying purchases.

Notices and Modifications

46. Any notice in writing to Petron in relation to the Program or the PVC shall be sent to PetronValueCard@petron.com.
47. 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 above web address.
48. 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, 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.
49. In the event the Cardholder is not agreeable to such variation, addition and/or amendments, the Cardholder may terminate his membership by surrendering his PVC to Petron. His non-termination or continued use of his PVC shall be conclusively deemed acceptance of the variation, addition and/or amendments of the Terms and Conditions.
50. 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

51. For transaction disputes, it is the Cardholder's responsibility to keep transaction slips 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.
52. Any claim or disputes relating to the Program or the use of the PVC shall be referred directly to Petron for decision, whose decision shall be final and binding on the Cardholder and the Petron's records of all matters relating to the Program shall be conclusive and binding on the Cardholder.

Other Conditions

53. In the event that the PVC 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.
54. Failure of Petron to enforce any Terms or Conditions does not constitute a waiver of that Terms or Conditions.
55. 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.
56. 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.
57. 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.