

**PROTON FUEL YOUR HEALTH 2021 CONTEST
TERMS AND CONDITIONS**

1.0 INTRODUCTION

- 1.1 Prior to booking via this online booking platform (“Platform”) or participating in **PROTON FUEL YOUR HEALTH 2021 CONTEST** (“Contest”), it is advisable for you to take a couple of minutes to read the following Terms and Conditions carefully and ensure that you are completely aware and understand the Terms and Conditions.
- 1.2 These Terms and Conditions govern your access and use of the Platform or the use of any services, information and functions made available by us at the Platform (“Services”). Before using this Platform or Services, you are advised to read the Terms and Conditions carefully and accept the Terms and Conditions and other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as “**PROTON FUEL YOUR HEALTH 2021 CONTEST**” Terms and Conditions) and you must consent the processing of your personal data as described in the Privacy Notice made available at <https://www.proton.com/-/media/project/proton-group/proton/media/footer/privacy-notice-proton.ashx?la=en&hash=D02C138AFA284A466DA02AA59466B9F2A0F45650> and in accordance with the Personal Data Protection Act 2010 (“PDPA”).
- 1.3 In consideration of your participation in the **PROTON FUEL YOUR HEALTH 2021 CONTEST**, by selecting the “I accept the terms and conditions above, I have read the PDPA before providing my personal information and I agree for PROTON to send marketing materials to me” button, you agree on behalf of yourself to be bound by these Terms and Conditions.
- 1.4 By accessing the Platform and/or using the Services, you agree to be bound by **PROTON FUEL YOUR HEALTH 2021 CONTEST** Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to Online Booking Terms and Conditions and contents of the Privacy Notice, do not access and/or use this Platform and/or the Services.
- 1.5 The Terms and Conditions stated herein constitute a legal agreement between you and PROTON Holdings Berhad, Registration No. 200301020757 (623177-A), Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995-U) and PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A). The above are legal entities incorporated in Malaysia and having their registered address at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia (hereinafter referred to as “PROTON”, “we”, “us” or “our”).
- 1.6 PROTON may at its absolute discretion to change, modify, add or remove portions of these Terms and Conditions and/or Online Booking Terms and Conditions at any time without any prior notice whatsoever. Changes will be effective when posted on the Platform without any prior notice and you are deemed to be aware of, agreed and bound by any changes to the foregoing upon its publication on the Platform.

1.7 Buyer agrees to be bound by the official rules and regulations and decisions of PROTON.

2.0 OWNERSHIP, COPYRIGHTS AND TRADEMARKS

2.1 Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995-U) is the exclusive owner of PROTON service marks, including the name and logo of PROTON. The text, images, graphics, sound files, animation files, video files and their arrangement on the Platform and other internet sites are all subject to copyright and other intellectual property protection. These materials may not be copied for commercial use or distribution, nor may these materials be modified or reposted. Some PROTON internet sites may also contain materials that are subject to the copyright rights of their providers.

2.2 Unless otherwise indicated, all marks displayed on PROTON internet sites, including the Online Booking Platform, are subject to the trademark rights of PROTON including, but not limited to, model name plates, corporate logos, product and corporate taglines as well as emblems.

3.0 TERMS OF SALE

3.1 Definition of terms used in subsequent clauses are as such:

“Booking Fee” means the monies paid in ‘Ringgit’ and the sign ‘RM’ which is the lawful currency of Malaysia using the Platform to book any four of the PROTON Cars. The full amount of Booking Fee for Persona or Iriz or Exora or Saga is RM9.99 through Online Booking inclusive of applicable sales or services tax unless stated otherwise in succeeding clauses.

“Buyer” or “Buyers” means the person(s) who place his/her/their booking of PROTON Cars using the Platform.

“Conditions” means these Terms of Sale.

“Contract” means the contract formed when Seller accepts the booking of PROTON Cars placed by Buyer on the Platform.

“Next-of-Kin” means father, mother, spouse, children or siblings of the Buyer. Relevant supporting document is required to prove the relationship stated.

“Official Cancellation” means cancellation request made in writing by Buyer (electronic mails are accepted) to the respective PROTON Sales Advisor of PROTON Sales Outlet assigned to the Buyer.

“Online Booking” means bookings of any Persona or Iriz or Exora or Saga made from 1 November 2021 at 12.00 a.m. and ending on 31 December 2021 at 11.59 p.m. where Buyer needs to pay a Booking Fee of RM9.99 for Persona or Iriz or Exora or Saga via Platform.

“Platform” means the online booking platform, which resides on URL <https://www.proton.com/> and powered by Malayan Banking Berhad (MBB) online payment gateway.

“PROTON Cars” means Persona, Iriz, Exora and Saga.

“Receipt” means a system-generated document to confirm that Booking Fee has been received and accepted by PROTON. It has all the necessary information such as full name, new NRIC number or passport number, telephone number, amount paid, preferred state, preferred city, date and time of payment made.

“Refund” means the amount to be refunded to Buyer in full when there is an Official Cancellation.

“Refund Period” means the number of days needed to have the Booking Fee refunded to Buyer. Under normal circumstances, Refund can be completed within four (4) to six (6) weeks from the date of Official Cancellation is made.

“Sales Advisor” means sales advisor of PROTON Sales Outlet.

“Sales Outlet” means PROTON’s showroom at branches and dealers nationwide.

“Seller” means PROTON.

“Services” means the use of any services, information and functions made available by PROTON at the Platform.

3.2 The objective of the online booking platform is to provide convenience to Buyers who wish to place their booking for PROTON Cars from the comfort of their home or any other location with internet access.

3.2.1 This Platform is not meant to replace the brick-and-mortar business of PROTON but rather complement the existing procedure of PROTON Cars acquisition by utilising technology for speedier and more convenient process.

3.3 As PROTON steers towards building positive brand image as society today become more connected digitally, it also appreciates Buyers’ effort for logging onto the booking webpage.

4.0 PROTON FUEL YOUR HEALTH 2021 CONTEST

4.1 Promotion and Booking Journey

4.1.1 Booking Fee is RM9.99 for bookings of Persona or Iriz or Exora or Saga made via Platform from 1 November 2021 at 12.00 a.m. and ending on 31 December 2021 at 11.59 p.m.

- 4.1.2 Once the Booking Fee is received by PROTON, a Receipt will be issued immediately by PROTON via email to Buyer.
- 4.1.3 Buyer will be contacted by the assigned Sales Advisor from PROTON Sales Outlet that Buyer has chosen in the Platform within three (3) working days from the date of the Receipt issued to Buyer.
- 4.1.4 In the event Buyer is not contacted by any Sales Advisor within three (3) working days from the date of the Receipt, Buyer is advised to email to PROTON immediately at booking_inq@proton.com.

4.2 Eligibility Requirements

- 4.2.1 This Online Booking Platform is open to all residents of Malaysia (citizen and non-citizen) possessing a valid Identity Card (IC) (for Malaysians) or a valid passport (for non-Malaysians) and a valid Malaysian driving license (D-Class).
- 4.2.2 Full name and IC or passport number of Buyers submitted for the registration of PROTON Cars must be the same as the full name and IC or passport number submitted during Online Booking.
- 4.2.3 Booking is non-transferable except to Next-of-Kin provided supporting documents are furnished to PROTON to prove the relationship stated.

4.3 Terms of Payment

- 4.3.1 Buyers shall be entitled to make payment of Booking Fee using the various payment methods made available on the Platform. When a Buyer places an order on the Platform, actual payment shall only be charged upon Seller's acceptance of Buyer's order when the official Receipt is issued. Buyer acknowledges that PROTON is entitled to collect the Booking Fee from the Buyer.
- 4.3.2 The payment methods may also be subject to the following terms:
 - 4.3.2.1 Credit Card
Credit card payment option is available on the Platform for all Buyers. PROTON accepts all Visa and MasterCard credit cards and is 3D Secure enabled (verified by Visa and secured by MasterCard). All credit card information of Buyers is protected by industry leading encryption standards. Credit cards issued by foreign banks are not accepted.
 - 4.3.2.2 Debit Card
PROTON accepts all Malaysian Visa and MasterCard debit cards, subject to bank availability. All debit card numbers are protected by industry leading encryption standards.

- 4.3.2.3 Charge Card
PROTON accepts Charge Cards such as American Express.
- 4.3.2.4 Online Transfer
This payment option is not available on the Platform.
- 4.3.2.5 Instalment Payments via Credit Card
This payment method is not available on the Platform for the time being. However, Buyer may contact his/her/their respective bank for instalment payment or easy payment options using their Visa or MasterCard.

4.4 Cancellation and Refund of Booking Fees

- 4.4.1 In the event Buyer wishes to cancel its Booking Fee made during Online Booking, Buyer is advised to refer the matter to the Sales Advisor assigned to him/her. The Refund of Booking Fee will be made to the Buyer in full based on the amount already paid by Buyer subject to PROTON receives Official Cancellation from Buyer.
- 4.4.2 Refund will be made to Buyer within four (4) to six (6) weeks from the date of Official Cancellation is made.
- 4.4.3 If Buyer pays Booking Fee using Credit Card, Debit Card or Charge Card (collectively referred to as “Cards”), PROTON shall bear the impending fee chargeable by Malayan Banking Berhad (MBB) to PROTON for the Cards’ transaction value.
- 4.4.4 In the event the Buyer cannot contact the assigned Sales Advisor for any reason whatsoever, Buyer is advised to email to PROTON immediately at booking_inq@proton.com.

5.0 PROTON FUEL YOUR HEALTH 2021 CONTEST

By entering this Contest, you agree to be bound by the Terms & Conditions (T&C) regulated by PROTON Edar Sdn Bhd.

5.1 Contest Organiser

- 5.1.1 The organiser of **PROTON FUEL YOUR HEALTH 2021 CONTEST** (“Contest”) is PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A) (“Organiser”) whose registered office is at Centre of Excellence Complex, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia.
- 5.1.2 By entering this Contest, the participants agree to be bound by the T&C and decisions of the Organiser.

5.1.3 Failure by the Organiser to enforce any of these T&C in any instances shall not give rise to any claim by any participants against the Organiser.

5.2 Contest Eligibility

This Contest is open to all individuals (“Participants”) who fulfil the following criteria:

5.2.1 Book any PROTON Cars online from 1 November 2021 at 12.00 a.m. and ending on 31 December 2021 at 11.59 p.m.

5.2.2 The car booked must be registered on or before 31 December 2021;

5.2.3 Online Booking Eligibility Requirements apply (Section 4.2);

5.2.4 The following Participants shall not be eligible to participate in the Contest:-

- Employees of the Organiser including its affiliates and/or related companies; and
- Representatives, employees, servants and/or agents of advertising agencies and/or promotion service providers of the Organiser including its affiliates and/or related companies, and their immediate family members (spouses, children, parents, brothers and sisters).

5.2.5 Organiser may at any time exclude or disqualify an invalid entry or all entries of any Participants who is ineligible or who breaches the T&C or fails to provide evidence satisfactory to the Organizer to verify their identity or eligibility.

5.2.6 Participants must strictly comply with the Standard Operating Procedure for the Movement Control Order or Conditional Movement Control Order and/or any orders, rules and regulations as and when announced and imposed by the government of Malaysia.

5.3 Contest Period and Submissions

5.3.1 The Contest starts on 1 November 2021 at 12.00 a.m. and ends on 31 December 2021 at 11.59 p.m. (“Contest Period”).

5.3.2 Contest entries received after the Contest Period or are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.

5.3.3 Incomplete entries and/or failure to fulfil all or any of the T&C will automatically disqualify the Participants from the Contest without prior notice.

5.3.4 The Organiser reserves the right at its sole and absolute discretion to shorten or extend the Contest Period at any time for any reasons whatsoever without prior notice to the Participants.

5.3.5 The Organiser reserves the right at its sole and absolute discretion to modify the contest mechanisms, suspend, withdraw or terminate the Contest at any time during the Contest Period for any reasons whatsoever without prior notice to the Participants.

5.3.6 For the avoidance of doubt, any modification, suspension, withdrawal or termination of the Contest by the Organiser shall not entitle the Participants to any claim or compensation against the Organiser for any loss or damage suffered or costs and expenses incurred by the Participants either directly and/or indirectly arising from or in connection with the modification, suspension, withdrawal or termination of the Contest by the Organiser.

5.4 **Contest Mechanics**

5.4.1 For each participation, Participants must comply with mechanics below:-

5.4.1.1 Book any Persona or Iriz or Exora or Saga online from 1 November 2021 at 12.00 a.m. and ending on 31 December 2021 at 11.59 p.m.;

5.4.1.2 Answer three (3) questions as shown below:

Question A. What is PROTON brand tagline?

Question B. Maintaining physical fitness leads to a healthy lifestyle.
Yes or No?

Question C. Complete the following sentence (limited to 250 characters, approximately 30 words):
Staying healthy is important to me because...

5.4.1.3 The car must be registered on or before 31 December 2021.

5.4.2 For any enquiries on how to participate, Buyer is advised to refer the matter to the Sales Advisor assigned to him/her or contact PROTON's Customer Service at 1-800-88-8398 (Mondays to Fridays, 8.30 a.m. to 5.30 p.m.) for assistance.

5.5 **Selection of Contest Winners**

5.5.1 Contest winners will be selected based on the criteria below:

5.5.1.1 Compliance with Contest participation criteria and Contest mechanics.

5.5.1.2 Answered Contest Question A and Question B correctly.

5.5.1.3 Content creativity submission for Question C.

- 5.5.2 The Organiser has full discretion to select the best content creativity submission. The Organiser’s decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 5.5.3 The Organiser reserves the right to reject any participation which are incomplete, illegible, disfigured, submitted beyond the Contest Period or without the valid proof of purchase or such other reasons as the Organiser deems fit.
- 5.5.4 The Participants hereby declare and undertake with the Organiser that the ownership, authenticity of all the information, ideas and material submitted for this Contest are the genuine ideas and products from the Participants and the Organiser shall not be liable for any claim by third parties due to misleading photo, information, ideas and material submitted by the Participants.

5.6 Contest Prizes

5.6.1 There are two (2) categories of prizes as below:

5.6.1.1 Monthly Prizes for November and December – A total of thirty-five (35) prizes each month will be awarded to qualified participants with the correct answer for Question A and Question B with the best content creativity submissions for Question C via Platform who book online and register their car within the Campaign Period. Participants who are entitled for the monthly prizes will depend on the month the car is registered in.

| | Prize Category | Item | Monthly Quantity |
|----|-------------------------------|-------------------------|---------------------|
| a. | 1 st Monthly Prize | Fitbit activity tracker | Five (5) winners |
| b. | 2 nd Monthly Prize | Badminton jersey | Thirty (30) winners |

5.6.1.2 Grand Prizes – Among all the monthly winners that are selected for the months of November and December, only fifteen (15) winners will be shortlisted to stand a chance to win the Grand Prizes based on the most creative submissions for Question C.

| | Prize category | Item | Monthly quantity |
|----|-----------------------------|------------------------------------------|-------------------|
| a. | 1 st Grand Prize | Road bicycle | One (1) winner |
| b. | 2 nd Grand Prize | Treadmill | Two (2) winners |
| c. | 3 rd Grand Prize | Premium brand badminton racquet with bag | Three (3) winners |
| d. | 4 th Grand Prize | Smart Watch | Four (4) winners |
| e. | 5 th Grand Prize | Apple Airpod | Five (5) winners |

- 5.6.2 The Organizer reserves the right to modify the method of distribution for any reason deemed necessary by the Organizer.
- 5.6.3 Monthly winners will be announced in the subsequent month, while Grand Prize winners will be announced within three (3) calendar months after the expiry date of the Contest Period. All prizes will be distributed to winners within three (3) months

from the date of all winner announcement. Winners' name, phone number, IC or passport number and e-mail address will be confirmed with winners at the end of the Contest. The Organiser reserves the right to modify the method of distribution for any reason deemed necessary by the Organiser.

- 5.6.4 The Organiser disclaims all liabilities towards the quality and life span of the prizes and prizes are accepted entirely at the risk of the winners without any warranty of any kind express or implied.
- 5.6.5 The Participants may submit one (1) participation with each car purchased and may be entitled to win one (1) monthly prize with each purchase throughout the entire Contest Period.
- 5.6.6 All prizes are given on an "as is" basis.
- 5.6.7 All prizes are non-exchangeable, non-transferable and non-redeemable with any form of cash, goods or services either in part or in full.
- 5.6.8 The Organiser reserves the right at its sole and absolute discretion to substitute all or any of the prizes with any other prizes of equal or similar value (in kind) at any time without prior notice.

5.7 Announcement of Contest Winners

- 5.7.1 The Organiser will announce the winners of this Contest according to below:
 - 5.7.1.1 November Monthly Prize Winners will be announced in December 2021.
 - 5.7.1.2 December Monthly Prize Winners will be announced in January 2022.
 - 5.7.1.3 Grand Prize Winners will be announced within three (3) calendar months after the expiry date of the Contest Period.
- 5.7.2 The winners will be notified through announcement via Proton's official social media, e-mail or telephone call. The Organiser reserves the right at its sole and absolute discretion to use any other method or medium that the Organiser deems fit for the purpose of announcing the winners.
- 5.7.3 The winners shall response the e-mail or telephone call to the Organiser or contact the Organiser within fourteen (14) calendar days ("Winner Announcement Period") from the date the winners are being informed via an email and a telephone call from the Organiser.
- 5.7.4 The Organiser reserves the right at its sole and absolute discretion to change the announcement period of the Contest without prior notice.
- 5.7.5 Failure to respond to the Organiser's e-mail or telephone call for the acknowledgement of the prizes within the Winner Announcement Period shall result in the winners being disqualified by the Organiser. In such event, the Organiser shall

have no liability to the winners in any respect whatsoever and the unclaimed prizes shall be dealt in manners deem fit by the Organiser at their sole and absolute discretion.

- 5.7.6 The Organiser reserves the right at its sole and absolute discretion to change the timing and venue of the prize collection without prior notice to the winners.
- 5.7.7 All monthly prizes and Grand Prizes will be distributed to winners by the fourth week of June 2022, which is three (3) months after the announcement of Grand Prize winners.
- 5.7.8 The decision of the Organiser in the selection of the winners shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 5.7.9 All transportation, accommodation, personal costs and/or any other related expenses that are incurred to redeem the prize are at the sole responsibility of the winners.
- 5.7.10 The winners are fully responsible for any injuries, damages or claims as a result of or arising from their collection of their prize and/or usage of their prize.

5.8 Copyright, Intellectual Property Rights and Publicity

- 5.8.1 The Participants agree and acknowledge that the Organiser (including their respective affiliates and related companies) retains all proprietary rights to the intellectual property contained in this Contest and owns the copyright to all contents within.
- 5.8.2 By participating in this Contest, the Participants have granted the Organiser the right to use the name and materials for the purpose of advertising, trade and/or publicity, without prior notice to the Participants and the Participants shall not be entitled to claim ownership or other forms of compensation on such use.
- 5.8.3 The Organiser (including their respective affiliates and related companies) shall not be held responsible and/or answerable to any damages, losses or liabilities arise from the publication including but not limited to the posting of the same in the Organiser's website and/or any public domain.
- 5.8.4 The entries submitted by the Participants pursuant to this Contest shall be owned by the Organiser and the Organiser shall have the right to deal with such entries in any manner whatsoever that it deems fit without any payment or compensation to be made to the Participants.

6.0 INQUIRIES

- 6.1 You may email to PROTON at booking_inq@proton.com to provide your comments or to report your concerns with regards to Online Booking and Contest.

6.2 You may contact PROTON's Customer Service at 1-800-88-8398 (Mondays to Fridays, 8.30 a.m. to 5.30 p.m.) for assistance with regard to this Contest.

6.3 You may submit your concern anonymously or confidentially by postal mail to PROTON at the address below:

Sales Planning Division
Level 1, PROTON Centre of Excellence
KM33.8 Westbound Shah Alam Expressway
47600 Subang Jaya, Selangor Darul Ehsan

You may also indicate whether you are a shareholder, customer, supplier or other interested party.

7.0 USAGE POLICY

7.1 The courts of Malaysia shall have exclusive jurisdiction in relation to the **PROTON FUEL YOUR HEALTH 2021 CONTEST** Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.

7.2 PROTON, and the Organiser and/or its group of companies, and/or their respective employees, officers, directors involved in this Platform and/or Services and/or Contest shall not be liable in anyway whatsoever for : (a) any expenses incurred by Buyers and/or Participants; (b) any sort of technical failure; (c) intervention by unauthorised parties during the Platform; (d) electronic or human errors in the administration of the Platform and/or Services and/or processing of Booking Fee and/or Contest; and (e) any Booking Fee that is lost, stolen wrongly paid or not received by PROTON.

7.3 By accessing the Platform and/or using Services and/or participating Contest, Buyer and/or Participant undertakes that he/she will not bring any claims, action or proceedings against PROTON, and the Organiser and/or its group of companies involved in this Platform and/or Services and/or Contest, including its employees, officers, directors relating to this Platform and/or Services and/or Contest whether in contract or otherwise and PROTON, and the Organiser and/or its group of companies shall not be liable for any loss, expense and/or damage in connection with the Platform and/or Services and/or Contest.

7.4 PROTON and the Organiser will not be liable for any direct, indirect, punitive, incidental, consequential or any other damages resulting from the use or inability to use the Platform and/or Services and/or Contest or unauthorized access to the same. All use of this Platform and/or Services and/or Contest shall be at the Buyer's and Participant's own risk.

7.5 PROTON and the Organiser shall not be in default of any of its obligation hereunder if the failure to perform the obligation is due to any event beyond PROTON's and the Organiser's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, pandemic,

strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

- 7.6 PROTON AND THE ORGANISER DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE THOUGH WE WILL ENSURE REASONABLE MEASURES TO MAINTAIN ACCURACY OF ALL DATA PRESENTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROTON DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN 'AS IS' BASIS.
- 7.7 UNLESS EXPRESSLY STATED TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROTON AND THE ORGANISER HEREBY EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEBSITE AND ANY MATERIALS POSTED HEREIN, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE.