

BOOK X70 & WIN CAMPAIGN

TERMS AND CONDITIONS

1.0 INTRODUCTION

- 1.1 Prior to booking via Proton online booking platform (“Platform”) or participating in the “**Book X70 & Win**” Campaign, 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 (referred to as “**Book X70 & Win**” Campaign Terms and Conditions) and you must consent the processing of your personal data as described in the Privacy Notice made available at www.proton.com in accordance with the Personal Data Protection Act 2010 (“**PDPA**”).
- 1.3 In consideration of your participation in the “**Book X70 & Win**” Campaign, by selecting and accepting the “I accept the Terms and Conditions (<https://tinyurl.com/mry7pfe7>), I have read the PDPA before providing my personal information and I agree and give consent for PROTON (referred to as “**Organiser**”) to the processing of my personal data solely and exclusively for the purposes of this Campaign and to receive message about news, products, services and campaign updates from PROTON” button, you agree that you shall be bound by these Terms and Conditions.
- 1.4 By accessing the Platform and/or using the Services, you agree to be bound by the “**Book X70 & Win**” Terms and Conditions and any amendments (if necessary) to the foregoing issued by the Organiser (at Organiser’s sole discretion) from time to time. If you do not agree to Campaign Terms and Conditions and contents of the Privacy Notice, please do not access and/or use this Platform and/or the Services.
- 1.5 The Terms and Conditions stated herein shall constitute a legal agreement between you and PROTON Holdings Berhad (“**PHB**”), Registration No. 200301020757 (623177-A), Perusahaan Otomobil Nasional Sdn Bhd (“**PONSB**”), Registration No. 198301005788 (100995-U), PROTON Edar Sdn Bhd (“**PESB**”), Registration No. 198501001087 (133533-A). PHB, PONSB and PESB 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 (referred to as “**PROTON**”, “**we**”, “**us**” or “**our**”).
- 1.6 Organiser (as defined below) may at its absolute discretion, amend, change, modify, add or remove any portions of these Terms and Conditions at any time without any prior notice to you. Such amendment or variation shall be effective from the date of posting on the Platform without any prior notice and you are deemed to have been aware of, agreed and bound by any changes to the foregoing upon its publication on the Platform.

1.7 Buyer agree to be bound by the official rules and regulations and decision of PROTON.

2.0 OWNERSHIP, COPYRIGHTS AND TRADEMARKS

2.1 Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995-U) is and shall be 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, 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 X70. The full amount of Booking Fee for X70 is RM99.00 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 X70 using the Platform.

“Conditions” means these Terms of Sale.

“Contract” means the contract formed when Seller accepts the booking of X70 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.

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

“Online Booking” means bookings of X70 made from 1 January 2023 at 12.00 a.m. and ending on 28 February 2023 at 11.59 p.m. where Buyer needs to pay a Booking Fee of RM99.00 for X70 via Platform.

“X70” means 2022 Proton X70.

“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 X70 from the comfort of their home or any other location with internet access. This Platform is not meant to replace the brick and mortar business of PROTON but rather complement the existing procedure of X70 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 “BOOK X70 & WIN” CAMPAIGN

Book X70 & Win Campaign is to encourage online booking with the stand a chance to win attractive prizes during the Chinese New Year festivities.

By entering this Campaign, you agree to be bound by the T&C set out and regulated by the Organiser.

4.1 Campaign Organiser

4.1.1 The organiser of “**Book X70 & Win**” (“**Campaign**”) is PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A) whose registered office is at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia (referred to as “**Organiser**”).

4.1.2 By entering this Campaign, the Participants (as defined below) agree to be bound by the Terms & Conditions (“**T&C**”) and the absolute decisions of the Organiser.

- 4.1.3 Any failure by the Organiser to enforce any of these T&C in any instances shall not give rise to any right or any claim by any Participants against the Organiser.

4.2 Campaign Eligibility

This Campaign is open to all individuals (“**Participant(s)**”) who fulfil the following criteria.

- 4.2.1 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 Participants who book one (1) unit of X70 in Malaysia from 1st January 2023, 12:00AM (GMT+8) to 28th February 2023, 11:59PM (GMT+8) are entitled to participate in the Campaign.
- 4.2.3 The following Participants shall not be eligible to participate in the Campaign:
- (i) Employees of the Organiser including its affiliates and/or related companies; and
 - (ii) 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).
- 4.2.4 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 Organiser to verify their identity or eligibility.

4.3 Campaign Period and Submissions

- 4.3.1 The Campaign shall begin on 1st January 2023 at 12.00 a.m. (GMT+8) and shall end on 28th February 2023 at 11.59 p.m. (GMT+8) (“**Campaign Period**”).
- 4.3.2 Participations received after the Campaign Period or participations which are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
- 4.3.3 Incomplete entries and/or failure to fulfil all or any of the T&C shall automatically constitute to a disqualification to the Participants from the Campaign without prior notice.
- 4.3.4 The Organiser reserves the right at its sole and absolute discretion to shorten or extend the Campaign Period at any time for any reasons whatsoever without prior notice to the Participants.
- 4.3.5 The Organiser reserves the right at its sole and absolute discretion to modify the Campaign mechanisms, suspend, withdraw or terminate the Campaign at

any time during the Campaign Period for any reasons whatsoever without prior notice to the Participants.

- 4.3.6 For the avoidance of doubt, any modification, suspension, withdrawal or termination of the Campaign 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 Campaign by the Organiser.

4.4 Campaign Mechanics

- 4.4.1 In order to submit an entry for the Campaign, Participants shall complete all the following steps within the Campaign Period. The steps are as follows: -
- (i) Book X70 online from 1st January 2023, 12:00AM (GMT+8) to 28th February 2023, 11:59PM (GMT+8) are entitled to participate in the Campaign is entitled for ONE (1) entry only (“**Campaign Entry**”).
 - (ii) Answer two (2) questions shown as below:
 - a. Do you agree to participate in the Book X70 & Win campaign?
 - b. Complete the following sentence (limited to 250 characters, approximately 30 words):
I choose Proton X70 because....
 - (iii) Total 40 winners with the most creative slogan will win attractive prizes.
- 4.4.2 If any information submitted to the platform is found to be incomplete, misleading or inaccurate, the Campaign entry shall be deemed invalid and the Participant shall be disqualified from the Campaign automatically.
- 4.4.3 Any slogan submitted for this Campaign must be original and must not be copied. Any slogan submitted for this Campaign must not contravene any laws and must not feature any religious, sexual, violent, pornographic content, drugs or any negative impact for PROTON brand image.
- 4.4.4 Organiser reserves the rights to disqualify any Participants and/or Campaign entry at its sole and absolute discretion, without having to assign any reasons whatsoever.
- 4.4.5 For any enquiries on how to participate, Participant is advised to refer the matter to the Sales Advisor serving 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.
- 4.4.6 You may e-mail to PROTON at customercare@proton.com to provide your comments or to report your concerns with regards to this Campaign.

4.5 Selection of Campaign Winners

4.5.1 Campaign Winners will be selected based on the criteria below:

- (i) Compliance with Campaign participation criteria and mechanism.
- (ii) Booking of the X70 made during Campaign Period.
- (iii) Most creative submission for slogan which selected by the Organiser.

Winners will be selected from the Participants who comply with the prerequisites of (i), (ii), and (iii) above.

4.5.2 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.

4.5.3 The Organiser reserves the right to reject any participation which are incomplete, illegible, disfigured, submitted beyond the Campaign Period or without the valid proof of registered X70 or such other reasons as the Organiser deems fit.

4.6 Campaign Prizes

4.6.1 The Prizes to be won for this Campaign are as follows ("**Campaign Prize(s)**"):-

- (i) Prizes for January 2023 and February 2023 combined – A total of forty (40) prizes to qualified Participants with the best creative slogan who book online by 28th February 2023.
 - a. 1st Prize: Gold Bar
 - b. 2nd Prize: Gold Bar
 - c. 3rd Prize: Gold Bar
 - d. 4th Prize: Gold Bar
 - e. 5th Prize: Gold Bar
 - f. Consolation Prize: Gold Coin

No	Prize Category	Items	Quantity
1	1 st Prize	Gold Bar	1
2	2 nd Prize	Gold Bar	2
3	3 rd Prize	Gold Bar	3
4	4 th Prize	Gold Bar	4
5	5 th Prize	Gold Bar	5
6	Consolation Prize	Gold Coin	25

4.6.2 Winners will be announced in May 2023, two (2) months after the expiry date of the Campaign Period. Prizes will be distributed to all winners within three (3) months from the date of all winners announcement. Winners' name,

phone number, IC or passport number and e-mail address will be double confirmed with winners at the end of the Campaign.

- 4.6.3 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.
- 4.6.4 The Participants may submit one (1) participation with each X70 booked and may be entitled to win one (1) prize only with each booking throughout the Contest Period.
- 4.6.5 The Organiser reserves the rights to amend the Campaign Prizes with prizes of similar value without prior notification at its sole and absolute discretion. Decisions by the Organiser shall be final and no appeals will be entertained.
- 4.6.6 All prizes are given on an “as is where is” basis.
- 4.6.7 All prizes are non-exchangeable, non-transferable and non-redeemable with any form of cash, goods or services either in part or in full unless specified in this T&C.

4.7 Announcement of Campaign Winners

- 4.7.1 The Organiser will announce the winners of this Campaign in May 2023.
- 4.7.2 The winners will be notified through announcement via Proton’s official social media and will be contacted and notified via 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.
- 4.7.3 The winners shall respond the e-mail or telephone call from the Organiser or contact the Organiser within seven (7) calendar days (“**Winner Announcement Period**”) from the date of the winners receive the e-mail or telephone call from the Organiser to confirm the prize.
- 4.7.4 The Organiser reserves the right at its sole and absolute discretion to change the announcement period, the method or medium of prizes delivery without prior notice to the winners.
- 4.7.5 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.
- 4.7.6 All Campaign Prizes will be distributed to all winners within three (3) calendar months after the announcement of all prize winners.

- 4.7.7 The decision of the Organiser in the final confirmation of the winners shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 4.7.8 All transportation, accommodation, personal costs, any other costs and/or any other related expenses that are incurred to redeem the prize are at the sole responsibility of the winners.
- 4.7.9 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.

5.0 INQUIRIES

- 5.1 You may e-mail to PROTON at customercare@proton.com to provide your comments or to report your concerns with regards to this Campaign.
- 5.2 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 regards to this Campaign.
- 5.3 You may submit your concern anonymously or confidentially by postal mail to PROTON at the address below:

Marketing Division
Level 2, PROTON Centre of Excellence
KM33.8 Westbound Shah Alam Expressway
47600 Subang Jaya Selangor Darul Ehsan Malaysia

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

6.0 Copyright, Intellectual Property Rights and Publicity

- 6.1 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 Campaign and owns the copyright to all contents within.
- 6.2 By participating in this Campaign, the Participants have granted the Organiser the right to use the Participants' personal information 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.
- 6.3 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.
- 6.4 The entries submitted by the Participants pursuant to this Campaign 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.

7.0 USAGE POLICY

- 7.1 The courts of Malaysia shall have exclusive jurisdiction in relation to **“Book X70 & Win”** Campaign Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.
- 7.2 Organiser and/or its group of companies, and/or their respective employees, officers, directors involved in this Platform and/or Services shall not be liable in anyway whatsoever for : (a) any expenses incurred by 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 registration expenses ; and (e) any registration expenses that is lost, stolen wrongly paid or not received by PROTON.
- 7.3 By accessing the Platform and/or using Services, Participants undertake that he/she shall not bring any claims, action or proceedings against Organiser and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors relating to this Platform and/or Services whether in contract or otherwise and 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.
- 7.4 Organiser shall not be liable for any direct, indirect, punitive, incidental, consequential or any other damages resulting from the use or inability to use the Platform or unauthorised access to the same. All use of this Platform shall be at the Participants’ own risk.
- 7.5 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 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 organised labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 7.6 THE ORGANISER AND PROTON DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE THOUGH THE PARTIES 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.