

Design for Speed: PROTON R3 2019 Saga Livery Design Contest Terms and Conditions

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

ORGANISER

1. The organiser of Design for Speed: PROTON R3 Motorsports 2019 Saga Livery Design Contest (“Contest”) is PROTON Edar Sdn Bhd (133533-A) (“Organiser”) whose registered office is at Centre of Excellence Complex, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia.
2. By entering this Contest, the Participants agree to be bound by the T&C and decisions of the Organiser.
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.

ELIGIBILITY

4. This Contest is open to all Malaysian citizens with valid new identity card (IC), age 12 and above, residing in Malaysia only (“Participants”). By entering the Contest, the Participants warrant that they meet these requirements.
5. The following group of persons shall not be eligible to participate in the Contest :-
 - 5.1 Employees of the Organiser including their respective affiliates and related companies; and
 - 5.2 Representatives, employees, servants and/or agents of advertising agencies and/or promotion service providers of the Organiser including their respective affiliates and related companies, and their immediate family members (spouses, children, parents, brothers and sisters).

CONTEST PERIOD

6. The Contest starts at 9.00 a.m. on 26 August 2019 and ends at 11.59 p.m. on 22 September 2019 (“Contest Period”).
7. Entries received after the Contest Period that are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
8. 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.
9. 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.
10. 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.

HOW TO ENTER

11. The Participants must design the livery on the PROTON R3 2019 Saga following the brief, guidelines, template and format provided by the Organiser.
12. Submissions must be made via e-mail following the instructions in Section 14.5 below.
13. The Participants may submit more than one (1) entry throughout the entire Contest Period.

14. Contest Mechanics

- 14.1 Visit the contest page: <https://www.proton.com/en/promotions/design-for-speed-contest-2019>.
- 14.2 Click Download for the PROTON R3 2019 Saga livery design template, artwork brief and guidelines. A zipped folder will be downloaded to the Participants' computer/device.
- 14.3 The downloaded zipped folder will contain the following:
 - 14.3.1 Artwork Brief and Guidelines; and
 - 14.3.2 Livery Design Assets and Artwork Template which include images of different car angles with colour codes and compulsory logos (brand logos and partner logos; and
 - 14.3.3 T&C.
- 14.4 The Participants must prepare the livery design of PROTON R3 2019 Saga using the assets, guidelines and instructions provided.
- 14.5 Upon completion of the livery design, Participants must submit their completed livery designs via e-mail to r3motorsports@proton.com with the following:
 - 14.5.1 Required information to be included in e-mail body:
 - 14.5.1.1 Full Name as per the IC; and
 - 14.5.1.2 Valid contact number; and
 - 14.5.1.3 IC number; and
 - 14.5.1.4 Valid e-mail address.
 - 14.5.2 Completed livery designs: Which is to be attached in .JPG, .PNG or PDF format (maximum file size of 25MB) OR download link (i.e. Google Drive, WeTransfer and Dropbox) to be included in e-mail body.
 - 14.5.3 Short rationale behind livery design submitted.
- 14.6 All Contest entries shall be submitted on or before 11.59 p.m. on 22 September 2019.
- 14.7 An acknowledgement e-mail will be sent by the Organiser within two (2) working days upon receipt of submission.

- 14.8 For any enquiries or issues or concerns, the Participants may e-mail it to r3motorsports@proton.com or call 03-8026 9075.
15. There will be One (1) Grand Prize Winner, One (1) Second Place Winner and One (1) Third Place Winner which will be judged equally by the Organiser based on the best submitted livery designs for its ranking of the prizes.
16. All submitted livery designs must not discriminate, contain any sensitive content, or convey any negative message related to any issues such as politics, race, religion, age, sex, disability, gender, or disability which would give impact towards PROTON products and the brand.
17. The Organiser's decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
18. The Organiser reserves the right to reject any entries which are incomplete, illegible, disfigured, submitted beyond the Contest Period or such other reasons as the Organiser deems fit.
19. The Participants hereby declare and undertake with the Organiser that the ownership, authenticity of all information, ideas and materials 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 information, ideas and material submitted by the Participants.

PRIZES

20. Prizes for the Contest are as follows:

20.1 One (1) Grand Prize Winner is entitled to below :

20.1.1 RM3,000 in cash via bank transfer to the winner or any other method which deemed appropriate by the Organiser; and

20.1.2 The winning livery design will be used and applied to the PROTON R3 2019 Saga for the Sepang 1,000KM Race (S1K) on 23 November 2019 and will be featured across PROTON's website and social media channels; and

20.1.3 Upon retirement of the abovementioned PROTON R3 2019 Saga, the PROTON R3 2019 Saga along with the livery designer's information will be retired into PROTON's museum indefinitely as a historical record of PROTON R3 Motorsports of the Organiser; and

20.1.4 The Grand Prize Winner and additional two (2) persons will be invited to the event of Sepang 1,000KM Race (S1K) with VIP access. The VIP access includes direct access to the VIP Room, hospitality of PROTON R3 Motorsports team and access to the ground crew.

20.2 One (1) Second Place Winner is entitled to below :

20.2.1 RM2,000 in cash via bank transfer to the winner or any other method which deemed appropriate by the Organiser; and

20.2.2 The Second Place Winner and additional two (2) persons will be invited to the event of Sepang 1,000KM Race (S1K) with VIP access. The VIP access includes direct access to the VIP Room, hospitality of PROTON R3 Motorsports team and access to the ground crew.

20.3 One (1) Third Place Winner is entitled to below :

20.3.1 RM1,000 in cash via bank transfer to the winner or any other method which deemed appropriate by the Organiser; and

20.3.2 The Third Place Winner and additional two (2) persons will be invited to the event of Sepang 1,000KM Race (S1K) with VIP access. The VIP access includes direct access to the VIP Room, hospitality of PROTON R3 Motorsports team and access to the ground crew.

21. The Participants may submit more than one (1) entry but entitled to win one (1) prize only throughout the entire Contest Period.
22. All prizes are non-exchangeable, non-transferable and non-redeemable with any other form of cash, merchandise, goods or services either in part or in full.
23. 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.

ELIGIBLE WINNERS

24. The eligibility to win the Contest is on the condition that the Participants fully comply with the T&C as stated herein.
25. 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.

ANNOUNCEMENT OF WINNER

26. The Organiser will announce the winners of this Contest within two (2) calendar months from the expiry date of the Contest Period. The winners will be notified through 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.
27. The winners shall respond to the e-mail to the Organiser or contact the Organiser within fourteen (14) calendar days ("Prizes Collection Period") from the date the winners receive the email or telephone call from the Organiser for the collection of the prizes at the time and venue decided by the Organiser.
28. 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.
29. Failure to respond to the Organiser's e-mail or telephone call for the collection of the prizes within the Prizes Collection Period shall result in the winners being disqualified by the Organiser and the Organiser at their sole and absolute discretion will select another Contest winners. 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.
30. 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.
31. 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.

32. 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.

COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY

33. Under no circumstances shall artwork, designs and templates provided by the Organiser are to be used or reproduced by the Participants for any other contests and competitions without permission of the Organiser (including their respective affiliates and related companies). Any product names, brands, logos and other trademarks are the property of the respective owner. No affiliation is implied or expressed.
34. 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.
35. The Participants agree that by participating in this Contest, the ownership and usage of all information and documents related to this Contest and PROTON and inclusive of in the form of descriptive writing slogan, photographs, video and/or CD filming, digital images, drawings, artwork, financial, marketing, economics, commercial and publicity shall be owned by PROTON.
36. By submitting Contest entry and any accompanying material, the Participants agree that, in the event the Participants are the winner of the Contest, the Participants hereby (with effect from the date of submission of the Contest entry) assign to the Organiser all intellectual property rights with full title guarantee in and to the Participants' Contest entry.
37. By participating in this Contest, the Participants have granted the Organiser the right to use any materials submitted 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.
38. 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.

PERSONAL DATA PROTECTION ACT 2010 ("PDPA")

39. By entering this Contest, the Participants agree and give consent for the Organiser to use the personal data provided by the Participants to the Organiser for the purpose of the Contest, promotional and marketing by the Organiser in future. All details shared by the Participants will be handled by the Organiser in accordance with the PDPA.

DISCLAIMER

40. 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.
41. The Organiser hereby disclaimed 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.

42. The Participants agree that whilst all reasonable care has been taken in providing and maintaining the Contest, the Organiser disclaims responsibility for the contents of or information posted by the Participants on the Contest. The Organiser shall not be liable for any direct, indirect, incidental, consequential or punitive damages arising out of the Contest, or any inaccuracies, misstatements, errors or omissions in the contents thereof.

GENERAL

43. By entering this Contest, the Participants agree and acknowledge that:
- 43.1 the Participants have read and understood all the T&C of this Contest and agree to be bound by the T&C; and
 - 43.2 all statements and personal details given are true, correct, accurate and complete; and
 - 43.3 the Organiser reserves the right at its sole and discretion to disqualify any Participants that it determines to be tampering with the entry process or the operation of the Contest, to be acting in breach or potential breach of this Contest's T&C; and
 - 43.4 the Organiser is authorized to publish/use the Participants' names and/or photographs in any of the Contest materials for the purposes of advertising and/or promoting this Contest; and
 - 43.5 all costs and expenses including any payable tax (if applicable) incurred to participate in this Contest shall at the sole responsibility of the Participants; and
 - 43.6 the Participants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees that may be arise from or in connection with the Contest.
44. Any images or pictorial used in promoting this Contest are for illustration purposes only.
45. The Organiser reserves the right at its sole and absolute discretion to amend, add or delete any of the T&C at any time for any reasons whatsoever without prior notice to the Participants. The Participants are bound by such amended or new terms and conditions.
46. The Organiser's decision on all matters relating to this Contest shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
47. Any T&C applicable to this Contest which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining T&C.
48. The T&C herein is governed by and construed in accordance with the laws of Malaysia and both the Organiser and the Participants shall submit exclusively to the jurisdiction of the courts of Malaysia.