

## **SAYANGI PROTONKU Service & Win 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 SAYANGI PROTONKU Service & Win 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 PROTON car owners with valid new identity card (IC), valid passport, Malaysian driving license (D-Class), age 18 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 its affiliates and/or related companies; and
  - 5.2 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).

### **CONTEST PERIOD**

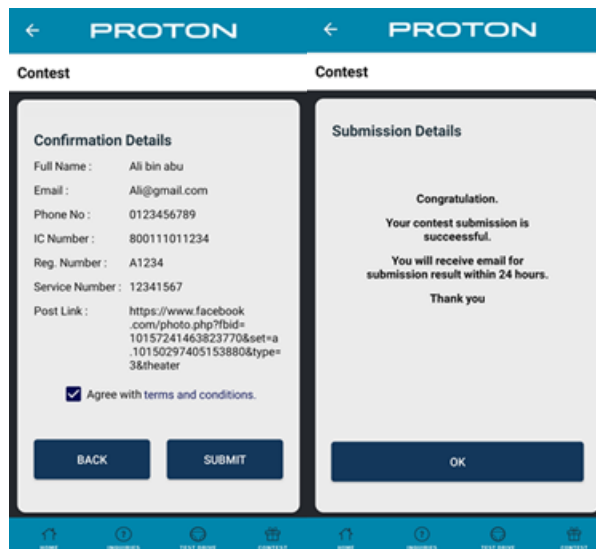
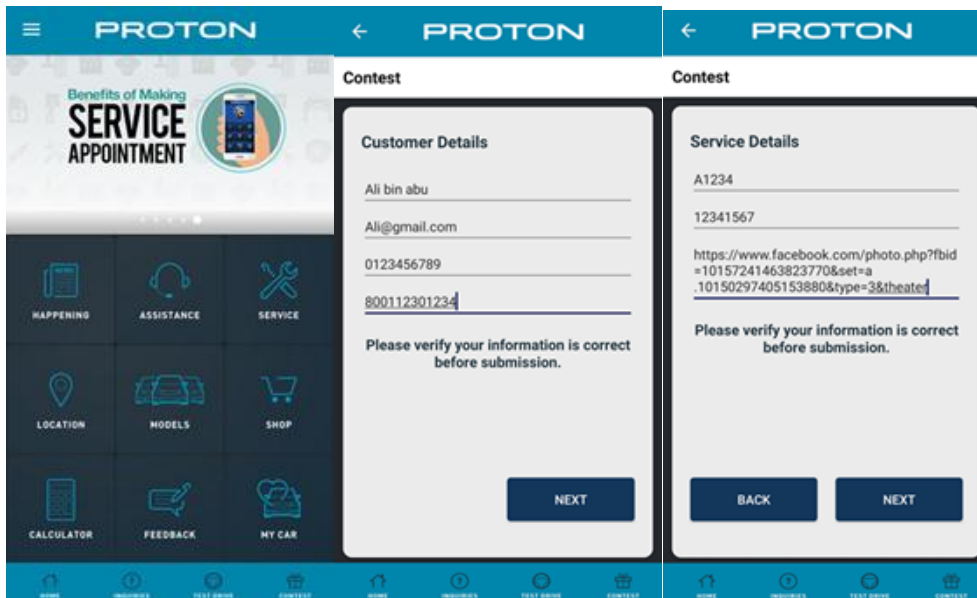
6. The Contest starts at 8.00 a.m. on 15 August 2019 and ends at 11.59 p.m. on 15 November 2019 (“Contest Period”).
7. Entries received after the Contest Period or are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
8. The Organiser reserves the right at its 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 may submit more than one (1) entry throughout the entire Contest Period.
12. To participate in this Contest, the Participants must comply with criteria below :-
  - 12.1 Service the PROTON car at PROTON's authorised service outlets. Please refer to <https://www.proton.com/en/dealer-locator> for the list of service outlets; and
  - 12.2 Service items MUST include PETRONAS Syntium SE (either Fully Synthetic 3000 SE or Semi Synthetic 800 SE); and
  - 12.3 Minimum service invoice amount :-
    - 12.3.1 RM350.00 to RM449.99 in a single invoice will entitle for one (1) entry.
    - 12.3.2 RM450.00 and above, in a single invoice will entitle for two (2) entries.
    - 12.3.3 Valid for invoices dated between 15 August 2019 to 15 November 2019 ONLY.

### Contest Mechanics

- 12.4 Take the most creative photo of the Participants with their PROTON car.
- 12.5 Post the photo on the Participants' Facebook with creative caption with the hashtags #SAYANGIPROTONKU #ProtonServiceandWin and tag three (3) friends.
- 12.6 Participants' Facebook profile and post must be set to public throughout the entire Contest Period.
- 12.7 Copy the Facebook post link (as mentioned in Section 12.5) to be pasted in the contest submission form in MyProton Official app.
- 12.8 Open in MyProton Official app (for new users, please download MyProton Official app at <https://www.proton.com/en/shopping-tools/myproton-app> or from Google Playstore or Apple App Store), click Contest icon and fill in the required information as below :-
  - 12.8.1 Full name; and
  - 12.8.2 E-mail address; and
  - 12.8.3 Valid telephone number; and
  - 12.8.4 Identity card number; and
  - 12.8.5 Car registration number; and
  - 12.8.6 Repair Order (RO) number (which available in copy of invoice – top right hand side of the invoice); and
  - 12.8.7 Paste the Facebook post link (as mentioned in Section 12.7) in column provided in MyProton Official app; and
  - 12.8.8 Submit the entry.



12.9 All Contest entries shall be submitted on or before 11.59 p.m. of the respective dates:-

12.9.1 14<sup>th</sup> September 2019 (for the first monthly contest); or

12.9.2 14<sup>th</sup> October 2019 (for the second monthly contest); or

12.9.3 14<sup>th</sup> November 2019 (for the third monthly contest).

13. The criteria on the selection of winners :-

13.1 Monthly winners will be selected randomly based on the compliance with the contest entry criteria and contest mechanics.

13.2 Grand Prize winner will be selected based on the criteria below :-

13.2.1 The most creative photo; and

13.2.2 The most creative caption; and

13.2.3 Well maintained service record with PROTON's service outlets; and

13.2.4 Compliance with the contest entry criteria and contest mechanics.

14. Monthly winners and Grand Prize winner will be selected by the Organiser. The Organiser's decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
15. The Organiser reserves the right to reject any entries 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.
16. The Participants hereby declare and undertake with the Organiser that the ownership, authenticity of all the photo, 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.

## **PRIZES**

17. Grand Prize:-

- 2019 Saga Premium AT (without insurance and road tax) x one (1) winner.

18. Monthly Prizes:-

- 1<sup>st</sup> Prize of iPhone X 64GB x two (2) winners.
- 2<sup>nd</sup> Prize of SAMSUNG UHD Smart TV 50" x two (2) winners.
- 3<sup>rd</sup> Prize of iPad 9.7" 32GB x three (3) winners.
- 4<sup>th</sup> Prize of PETRONAS Gift Card worth RM200 x ten (10) winners.
- Consolation Prize of RM100 service voucher x five (5) winners.

19. The Participants may submit more than one (1) entry depending on the service invoice amount as mentioned in Section 12.3 but entitled to win one (1) prize only throughout the entire Contest Period.
20. The Participants who are the Monthly winners are not eligible for the Grand Prize winner.
21. All prizes are given on an "as is" basis.
22. All prizes are non-exchangeable, non-transferable and non-redeemable with any form of cash, 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 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. 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. 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.
34. By participating in this Contest, the Participants have granted the Organiser the right to use the name, caption, photo as 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.
35. 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”)**

36. 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**

37. 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.
38. 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.
39. 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**

40. By entering this Contest, the Participants agree and acknowledge that:
- 40.1 the Participants have read and understood all the T&C of this Contest and agree to be bound by the T&C; and
  - 40.2 all statements and personal details given are true, correct, accurate and complete; and
  - 40.3 PROTON 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
  - 40.4 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
  - 40.5 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
  - 40.6 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.
41. Any images or pictorial used in promoting this Contest are for illustration purposes only.
42. 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.

43. 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.
44. 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.
45. 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.