

Social Media Voting Campaign - Vote for PROTON X50 Slogan

Terms and Conditions

Prior to participating in the "Vote for PROTON X50 Slogan", it is advisable for you to take a couple of minutes to read the Terms and Conditions ("T&C") and ensure that you are completely aware of the T&C. The T&C is unconditionally and irrevocably binding on all participants.

ORGANISER

1. "Vote for PROTON X50 Slogan" ("Survey") is organized by 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.
2. By participating in this Survey, 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 Survey is open to all Malaysian citizens with valid new identity card ("Participant/Participants"). By entering the Survey, the Participants warrant that they meet the requirement.
5. The following group of persons shall not be eligible to participate in the Survey:-
 - 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).
6. The Organiser reserves the right, at any time, to verify the validity of entries, the identity and the eligibility of Participants. Participants must provide such evidence as required for verification purposes.
7. The 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.

SURVEY PERIOD

8. The Survey starts on 16 September 2020 and ends at 11.59 p.m. on 5 October 2020 ("Survey Period").
9. The Organiser reserves the right at its sole and absolute discretion to shorten or extend the Survey Period at any time for any reasons whatsoever without prior notice to the Participants.
10. The Organiser reserves the right at its sole and absolute discretion to modify the survey mechanisms, suspend, withdraw or terminate the Survey at any time during the Survey Period for any reasons whatsoever without prior notice to the Participants.
11. For the avoidance of doubt, any modification, suspension, withdrawal or termination of the Survey 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 Survey by the Organiser.

SURVEY MECHANICS

12. Participants are required to visit the official Facebook page of PROTON @ProtonCarsOfficial and click on the "Vote for PROTON X50 Slogan" post.
13. Participants must cast their vote within the Survey Period by clicking on website link provided – <https://www.proton.com/PROTONX50SloganVoting>
14. Vote one (1) from the 4 slogans as shown below:
 - 14.1 Slogan A – Intelligence that Amazes
 - 14.2 Slogan B – Intelligence that Leads
 - 14.3 Slogan C – Intelligence that Lives
 - 14.4 Slogan D – Intelligence that Exceeds
15. Participants need to submit the reason or rationale of why the slogan is selected.
 - 15.1 The reason and rationale submitted must be under or within 200 character limit.
 - 15.2 The submission of rationale can be written in English and Bahasa Malaysia ONLY. The other languages will be void.
 - 15.3 The submitted reason or rationale 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.
16. Participants are given an option to propose your own slogan (in English or Bahasa Malaysia) that you think suits our PROTON X50 best. The proposed slogan must be under or within 50 character limit.
17. Participants submit ONLY one (1) entry throughout the entire Survey Period.
18. The Organiser reserves the right to disqualify any incomplete or falsified entry.
19. All Survey entries shall be submitted on or before 11.59 p.m. on 5 October 2020.

SELECTION OF SURVEY WINNERS

20. Total of one hundred five (105) of winners will be selected randomly based on the criteria, compliance with survey participation criteria and survey mechanics.
21. The Organiser has full discretion to select the best and the most creative reason and rationale of the slogan voting. The Organiser's decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
22. The Organiser reserves the right to reject any entries which are incomplete, illegible, disfigured, submitted beyond the Survey Period or such other reasons as the Organiser deems fit.
23. The Participants hereby declare and undertake with the Organiser that the ownership, authenticity of all information, ideas and materials submitted for this Survey 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

24. The prizes given out for the Survey are as follows:
 - 24.1 Grand Prize: Money-Cannot-Buy Experience (Invitation to the launch of PROTON X50) + RM1,000 Shopee Vouchers x 5 winners.
 - 24.2 Special Prize: RM350 Shopee Vouchers x 50 winners.
 - 24.3 Consolation Prize: RM150 Shopee Vouchers x 50 winners.
 - 24.4 Shopee Vouchers are valid for use until 30 June 2021. Any inquiries regarding the use of Shopee Vouchers on Shopee platform should be directed to Shopee: <https://help.shopee.com.my/>
 - 24.5 Shopee Vouchers will be distributed to the winners via e-mail in the form of Shopee voucher codes. Winners' e-mail addresses will be confirmed with winners at the end of the Survey.
 - 24.6 The Organiser reserves the right to decide or modify the method of distribution of prizes for any reason deemed necessary by the Organiser.
 - 24.7 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.
25. Participants are entitled to win one (1) prize ONLY for this Survey.
26. All prizes are given on an "as is" basis.
27. 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.
28. 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

29. The eligibility to win the Survey is on the condition that the Participants fully comply with the T&C as stated herein.
30. 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

31. The Organiser will announce the winners of this Survey within three (3) calendar months from the expiry date of the Survey 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.
32. 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.
33. 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.
34. 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 available lucky winners from the Survey. 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.

35. 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.
36. 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.
37. 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

38. 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 Survey and owns the copyright to all contents within.
39. By participating in this Survey, the Participants have granted the Organiser has 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.
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 entries submitted by the Participants pursuant to this Survey 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")

42. By entering this Survey, 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 Survey, 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

43. 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.
44. 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.
45. 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

46. By entering this Survey, the Participants agree and acknowledge that:
 - 46.1 the Participants have read and understood all the T&C of this Survey and agree to be bound by the T&C; and
 - 46.2 all statements and personal details given are true, correct, accurate and complete; and

- 46.3 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 Survey, to be acting in breach or potential breach of this Survey's T&C; and
 - 46.4 the Organiser is authorized to publish/use the Participants' names and/or photographs in any of the Survey materials for the purposes of advertising and/or promoting this Survey; and
 - 46.5 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
 - 46.6 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 Survey.
- 47. Any images or pictorial used in promoting this Survey are for illustration purposes only.
 - 48. 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.
 - 49. The Organiser's decision on all matters relating to this Survey shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
 - 50. Any T&C applicable to this Survey 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.
 - 51. 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.