

## 2024 TEST DRIVE & WIN CONTEST

### TERMS AND CONDITIONS

#### 1.0 INTRODUCTION

- 1.1** Prior to participating in “**2024 TEST DRIVE & WIN**” Contest, it is advisable for you to take a couple of minutes to read the 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 “**2024 TEST DRIVE & WIN**” Contest 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](http://www.proton.com) in accordance with the Personal Data Protection Act 2010 (“**PDPA**”).
- 1.3** In consideration of your participation in the “**2024 TEST DRIVE & WIN**” Contest by accessing the Platform and/or using the Services, you agree to be bound by the “**2024 TEST DRIVE & WIN**” Contest Terms and Conditions and any amendments (if necessary) to the foregoing issued by the Organiser at its sole discretion from time to time. If you do not agree to the Contest Terms and Conditions and contents of the Privacy Notice, please do not access and/or use this Platform and/or the Services.
- 1.4** 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**”, “**Organiser**” “**we**”, “**us**” or “**our**”).
- 1.5** Organiser 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.
- 1.6** Participants 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 “2024 TEST DRIVE & WIN” Contest**

By entering this Contest, you agree to be bound by the Terms and Conditions set out and regulated by the Organiser.

### **3.1 Contest Organiser**

**3.1.1** The organiser of “2024 TEST DRIVE & WIN” (“Contest”) is PROTON Edar Sdn Bhd (“Organiser”).

**3.1.2** By entering this Contest, the Participants (as defined below) agree to be bound by the Terms and Conditions and the absolute decisions of the Organiser.

**3.1.3** Any failure by the Organiser to enforce any of these Terms and Conditions in any instances shall not give rise to any right or any claim by any Participants against the Organiser.

### **3.2 Contest Eligibility**

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

**3.2.1** All residents of Malaysia (citizen and non-citizen) possessing a valid Identity Card (“IC”) (for Malaysians) or a valid passport (for non-Malaysians) with a valid bank account in Malaysia as well as the valid driving licence.

**3.2.2** The following Participants shall not be eligible to participate in the Contest:

- (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).

- 3.2.3** Organiser may at any time exclude or disqualify an invalid entry or all entries of any Participants who is ineligible or who breaches the Terms and Conditions or fails to provide evidence satisfactory to the Organiser to verify their identity or eligibility.

### **3.3 Contest Period and Submissions**

- 3.3.1** The Contest shall begin on 9<sup>th</sup> July 2024 at 12.00 a.m. (GMT+8) and shall end on 30<sup>th</sup> September 2024 at 11.59 p.m. (GMT+8) (“**Contest Period**”).
- 3.3.2** Participations received after the Contest Period or participations which are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
- 3.3.3** Incomplete entries and/or failure to fulfil all or any of the Terms and Conditions shall automatically constitute to a disqualification to the Participants from the Contest without prior notice.
- 3.3.4** 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.
- 3.3.5** 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.
- 3.3.6** 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.

### **3.4 Contest Mechanics**

- 3.4.1** To submit an entry for the Contest, Participants shall complete all the following steps within the Contest Period as follows: -
- (i) Participant must visit any Proton outlet nationwide and test drive any current selling Proton car model;
  - (ii) The Sales Advisor of Proton outlet will take a picture or video together with the Participant and the test drive car while holding the Contest Mock-up Board provided;
  - (iii) The Sales Advisor of Proton outlet to post the picture or video on the outlet's official Facebook page;

(iv) The post should include the hashtag #ProtonTestDrive&Win and tag Proton Cars official Facebook (@ProtonCarsOfficial);

**3.4.2** Any picture, video, or entry submitted for this Contest must be original and must not be copied. Any picture, video, or entry submitted for this Contest must not contravene any laws and must not feature any religious, sexual, violent, pornographic content, drugs, or any negative impact for PROTON brand image.

**3.4.3** Organiser reserves the rights to disqualify any Participants and/or Contest entry at its sole and absolute discretion, without having to assign any reasons whatsoever.

**3.4.4** 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 Marketing for assistance.

**3.4.5** You may e-mail to PROTON marketing at [Marketing@proton.com](mailto:Marketing@proton.com) to provide your comments or to report your concerns with regards to this Contest.

### **3.5 Selection of Contest Winners**

**3.5.1** Total 50 winners per month will be selected based on the criteria below:

(i) Compliance with Contest participation criteria and Terms and Conditions

(ii) Entries will be evaluated based on the following criteria:

- Monthly Test Drive & Win Contest Award: Most Liked Post during the respective month which the post has been posted.
- Grand Prize for Test Drive & Win Contest: Contest participants who booked & registered any Proton Model during contest period are eligible for the grand prize. One winner will be chosen through a livestream lucky draw on Proton official Facebook.

**3.5.2** The Organiser has full discretion to select the contest winner based on contest terms and conditions. The Organiser's decision shall be final, conclusive, and binding. No correspondences, queries or appeals will be entertained.

**3.5.3** The Organiser reserves the right to reject any participation which are incomplete, illegible, disfigured, submitted beyond the Contest Period or such other reasons as the Organiser deems fit.

## Contest Prizes

**3.5.4** The prizes given out for the Contest are as follows:-

**3.5.4.1** 50 winners will be awarded monthly, and each winner will receive cash prize money as below:

Round/ Month	Prize	Winner	Per Winner (RM)	Cash Prize in total (RM)
<b>Round 1: (9<sup>th</sup> July-31<sup>st</sup> July)</b>	1 <sup>st</sup>	1	2,500	2,500
	2 <sup>nd</sup>	1	2,000	2,000
	3 <sup>rd</sup>	1	1,500	1,500
	4 <sup>th</sup>	1	1,000	1,000
	5 <sup>th</sup>	1	500	500
	Consolation	45	200	9,000
<b>Round 2: (1<sup>st</sup> August-31<sup>st</sup> August)</b>	1 <sup>st</sup>	1	2,500	2,500
	2 <sup>nd</sup>	1	2,000	2,000
	3 <sup>rd</sup>	1	1,500	1,500
	4 <sup>th</sup>	1	1,000	1,000
	5 <sup>th</sup>	1	500	500
	Consolation	45	200	9,000
<b>Round 3: (1<sup>st</sup> September-30<sup>th</sup> September)</b>	1 <sup>st</sup>	1	2,500	2,500
	2 <sup>nd</sup>	1	2,000	2,000
	3 <sup>rd</sup>	1	1,500	1,500
	4 <sup>th</sup>	1	1,000	1,000
	5 <sup>th</sup>	1	500	500
	Consolation	45	200	9,000

**3.5.4.2** One winner will be selected from contest participant who booked & registered any Proton Model during contest period through a livestream lucky draw on Proton official Facebook to award the Grand Prize which is a Proton Saga Standard (A) model.

**3.5.5** Cash prize money will be paid directly to winner's bank account within three (3) months from the date of winner announcement via paid via TT / cheque. Winners' name, phone number, IC number, e-mail address will be confirmed with winners at the end of each month of the Contest. The Organiser reserves the right to modify the method of distribution for any reason deemed necessary by the Organiser.

**3.5.6** Grand Prize will be directly registered under the winner's name and the winner need to bear the insurance for car registration.

**3.5.7** All prizes are given on an "as is" basis.

**3.5.8** All prizes are non-exchangeable, non-transferable, and non-redeemable with any form merchandise, goods or services either in part or in full.

**3.5.9** 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.

### **3.6 Announcement of Contest Winners**

- 3.6.1** Monthly winners will be announced one (1) month after every month and the grand prize winner will be announced through the livestream lucky draw on Proton official Facebook immediately after the draw which it will be held within a month after contest period. Prizes will be distributed to all winners within three (3) months from the date of all winner's announcement. Winners' name, phone number, IC or passport number and e-mail address will be rectified with winners at each Contest month.
- 3.6.2** The winners will be notified through e-mail and 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.
- 3.6.3** 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.
- 3.6.4** 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.
- 3.6.5** Failure to respond to the Organiser's e-mail and 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.
- 3.6.6** 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.
- 3.6.7** 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.
- 3.6.8** 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.

### **4.0 INQUIRIES**

- 4.1 You may e-mail to PROTON at [Marketing@proton.com](mailto:Marketing@proton.com) to provide your comments or to report your concerns with regards to this Contest.

## 5.0 Copyright, Intellectual Property Rights and Publicity

- 5.1 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.
- 5.2 By participating in this Contest, the Participants have granted the Organiser (including their respective affiliates and related companies) the right to use the Participants' personal image and 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.
- 5.3 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 and its authorised dealership's social media platform and/or any public domain.
- 5.4 The entries submitted by the Participants pursuant to this Contest shall be owned by the Organiser (including their respective affiliates and related companies) and the Organiser (including their respective affiliates and related companies) 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 USAGE POLICY

- 6.1 The courts of Malaysia shall have exclusive jurisdiction in relation to **"2024 TEST DRIVE & Win"** Contest Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.
- 6.2 Organiser and/or its group of companies/or 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.
- 6.3 By participating in this contest, 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.
- 6.4 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.
- 6.5 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.

6.6 THE ORGANISER DOES 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.

6.7 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.