

2024 SPEND2WIN CAMPAIGN TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Prior to participating in “**2024 SPEND2WIN 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, understand and agreeable to the Terms and Conditions stipulated hereinunder. The Terms and Conditions are unconditionally and irrevocably binding on all Participants (as defined below).
- 1.2. These Terms and Conditions herein govern your access, the use of the Platform or the use of any services, information and functions made available by us at the Platform to you (“**Services**”). The Platform herein refers to the online form referred to in paragraph 3.4.2.4 hereinunder that Participants are required to fill in their data/personal information in order to participate in this Campaign (as defined below) (“**Platform**”). 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, conditions, policies as well as applicable law pertaining to the use of the Platform and/or the Services (hereinafter collectively referred to as the “**2024 SPEND2WIN CAMPAIGN Terms and Conditions**”) and you must also consent the processing of your personal data as described in the Privacy Notice made available at <https://protonmy.sharepoint.com/sites/CCContents/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FCCContents%2FShared%20Documents%2FPrivacy%20Notice%20PROTON%2Epdf&parent=%2Fsites%2FCCContents%2FShared%20Documents> which is made in accordance with the Personal Data Protection Act 2010 (“**PDPA**”).
- 1.3. In consideration of your participation in the “**2024 SPEND2WIN CAMPAIGN**”, by accepting the Terms and Conditions and consenting to the Privacy Notice, you acknowledge that you have read and agree to be bound by all the Terms and Conditions herein as well as any amendments to the foregoing issued by us from time to time. Additionally, you also consented to the use of your personal data provided during your participation in the “**2024 SPEND2WIN CAMPAIGN**” for promotional and marketing purposes.
- 1.4. The Terms and Conditions stated herein constitute an agreement between you, PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A) (“**PESB**”) and PETRONAS (as defined below). PESB is a legal entity incorporated in Malaysia and having its registered address at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia.
- 1.5. PESB may at its absolute discretion to change, modify, add or remove portions of these Terms and Conditions at any time without any prior notice whatsoever. Changes will be effective when the same are posted on the Platform without any prior notice and the Participants (as defined below) are deemed to be aware of, agreed and bound by any changes to the foregoing upon its publication on the Platform.

- 1.6. Participants (as defined below) also further agree to be bound by the official rules and regulations and decisions made by PROTON (as defined below) relating to the Campaign (as defined below).

2. INTELLECTUAL PROPERTIES PROPRIETORSHIP AND ITS UTILISATION

- 2.1. For clarity, Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995 U) having its registered address at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia (“**PROTON**”) is 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 properties 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, including the Campaign (as defined below) Forms, 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.
- 2.3. Further, the Participants (as defined below) agree and acknowledge that the Organiser (as defined below) (including their respective affiliates and related companies) retains all proprietary rights to its respective intellectual properties contained in this Campaign (as defined below).
- 2.4. By participating in this Campaign (as defined below), the Participants (as defined below) have granted the Organiser (as defined below) the right to use their names and materials obtained through entries submission for the purpose of advertising, trade and/or publicity, without prior notice to the Participants (as defined below) and the Participants (as defined below) shall not be entitled to claim ownership or other forms of compensation on such use.
- 2.5. The Organiser (as defined below) (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 of any materials relating to the Campaign (as defined below) including but not limited to the posting of the same in the Organiser’s website and/or any public domain.
- 2.6. The entries including the details contained therein submitted by the Participants (as defined below) pursuant to this Campaign shall be owned by the Organiser (as defined below) and the Organiser (as defined below) 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 (as defined below).

3. “2024 SPEND2WIN CAMPAIGN” SALIENT TERMS AND CONDITIONS

By entering this campaign, you hereby agree to the following salient Terms and Conditions:

3.1. Campaign Organiser

- 3.1.1. The organiser of “**2024 SPEND2WIN CAMPAIGN**” (“**Campaign**”) is PESB (“**Organiser**”).
- 3.1.2. By entering this Campaign, the Participants (as defined below) further agree to be bound by the Terms and Conditions and decisions of the Organiser.
- 3.1.3. Failure by the Organiser to enforce any of these Terms and Conditions in any instances shall not give rise to any claim by any Participants (as defined below) against the Organiser.

3.2. Campaign Eligibility

This Campaign is open to all individuals who fulfil the following criteria (“**Participants**”):-

- 3.2.1. This Campaign is open to all owners of Persona, Iriz, Exora & Saga in West Malaysia and X-series & S70 nationwide (except for X70 CBU) with valid Identity Card (“**IC**”) (for Malaysians) or a valid passport (for Non-Malaysians), Malaysian driving license (D-Class), age 18 and above, residing in Malaysia only.
- 3.2.2. The following Participants shall not be eligible to participate in the Campaign if they are:-
 - 3.2.2.1. Employees of the Organiser including its affiliates and/or related companies and their immediate family members (spouses, children, parents, brothers and sisters); and
 - 3.2.2.2. Representatives, employees, servants and/or agents of event Organiser, 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. Campaign Period and Submissions

- 3.3.1. The Campaign starts at 8.00 a.m. on 23rd September 2024 and ends at 11.59 p.m. on 23rd December 2024 (“**Campaign Period**”).
- 3.3.2. Incomplete entries received for any given round and/or failure to fulfil all or any of the Terms and Conditions during the Campaign Period will be deemed invalid.
- 3.3.3. 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.
- 3.3.4. 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.
- 3.3.5. 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.

3.4. Campaign Mechanics

- 3.4.1. The Participants can ONLY submit a single entry during the entire Campaign Period per invoice, and multiple submissions are strictly prohibited.
- 3.4.2. To participate in this Campaign, the Participants must also comply with criteria below:-
- 3.4.2.1. Service their cars at any PROTON's authorised service outlets. Please refer to <https://www.proton.com/en/domestic> for the list of PROTON's authorised service outlets; and
- 3.4.2.2. The applicable model owners need to service their car with following conditions:
- i. **Persona, Iriz, Exora, Saga (in West Malaysia only)**
 - To upgrade their ProCare service package from Semi-Synthetic PGO to Fully Synthetic PGO (PETRONAS).
 - ii. **X50, X70, X90, S70 nationwide (except for X70 CBU)**
 - To spend additional of minimum RM50 on top of any ProCare service package.
- 3.4.2.3. Each entry shall require the Participants:
- i. To answer a crossword puzzle consists of 10 answers;
 - ii. To submit 1 creative slogan about PROTON & PETRONAS; and
 - iii. To attach a screenshot of SETEL Membership No. with PETRONAS from the SETEL app.
- 3.4.2.4. The Participants must scan the QR code provided by PROTON's authorised service outlets and fill up the E-form with the necessary details through the following link (<https://forms.gle/5roopK5r5q9Yv9iNA>).
- 3.4.2.5. Participants need to fill in the required information which are:
- i. Full Name (as per IC);
 - ii. IC Number;
 - iii. Mobile Number; and
 - iv. Vehicle Registration Number.
- 3.4.2.6. All Campaign entries must be submitted within the Campaign Period before/on 11.59 p.m. on 23rd December 2024.
- 3.4.3. The Organiser reserve the right to reject any entries which are incomplete, illegible, disfigured, submitted beyond the Campaign Period or without the valid proof of service record within the Campaign Period or such other reasons as the Organiser deems fit.
- 3.4.4. Any entry submitted for this Campaign must be original and must not be copied. Any photo or entry 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.
- 3.4.5. Organiser reserves the rights to disqualify any Participant and/or entry at its sole and absolute discretion, if the Organiser reasonably satisfy that the said Participant has breach any of the Terms and Conditions stipulated herein.

3.5. Selection of Campaign Winners (as defined below)

- 3.5.1. Winners (as defined below) will be selected based on the following criteria:-

- 3.5.1.1. Compliance with Campaign eligibility, participation criteria and Campaign mechanics;
 - 3.5.1.2. The highest number of correct answers for all questions;
 - 3.5.1.3. The submission of creative slogan about PROTON and PETRONAS; and
 - 3.5.1.4. The screenshot of SETEL Membership No. with PETRONAS from the SETEL app.
- 3.5.2. The Organiser has full discretion to select the most creative slogan submitted. The Organiser’s decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 3.5.3. The Participants hereby declare and undertake with the Organiser that the ownership, authenticity of all the information, ideas and material submitted for this Campaign 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 to the Organiser through this Campaign.

3.6. Campaign Prizes

- 3.6.1. The details of prizes given out as per below:

Winners	Prizes	Quantity
1 st	SETEL vouchers worth of RM1,500	1
2 nd	SETEL vouchers worth of RM1,400	1
3 rd	SETEL vouchers worth of RM1,200	1
4 th	SETEL vouchers worth of RM1,000	1
5 th	SETEL vouchers worth of RM750	1
6 th – 50 th	SETEL vouchers worth of RM150	45

- 3.6.2. The Campaign prizes will be provided by PETRONAS Lubricants Marketing (Malaysia) Sdn Bhd, Registration No. 320067-W as one of the marketing support activities.
- 3.6.3. SETEL vouchers given during the Campaign will be credited into the winners’ SETEL account and remain valid to redeem for a period of 12 months.
- 3.6.4. All prizes are non-exchangeable, non-transferable, and non-redeemable with any form of cash, merchandise, goods or services either in part or in full.
- 3.6.5. 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.

3.7. Announcement of Campaign Winners

- 3.7.1. The Participants who satisfy the criteria stipulated in paragraph 3.5.1 hereinabove shall be considered as the Winners of the Campaign (“**Winners**”) and they will be notified through telephone call and e-mail by the Organiser at the contact number provided by the said Winners in the E-Form referred in paragraph 3.4.2.4 hereinabove.
- 3.7.2. The Organiser reserves the right at its sole and absolute discretion to use any other method or medium that the Organiser deem fit for the purpose of announcing the Winners.

- 3.7.3. The Winners shall respond to the Organiser via PROTON Hotline (1-800-88-8398) within **fourteen (14) calendar days** (“**Winner Announcement Period**”) from the date of the notification by the Organiser.
- 3.7.4. Failure to respond to the Organiser’s notification to acknowledge the receipt of the prizes within the Winners Announcement Period shall result in the Winners being disqualified from the Campaign. 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.
- 3.7.5. 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.
- 3.7.6. 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.
- 3.7.7. 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. INQUIRIES

- 4.1. You may contact PROTON’s Customer Care Hotline at 1-800-88-8398 (Monday to Friday, 8.30 a.m. to 5.30 p.m.) or email to customercare@proton.com for assistance regarding the Campaign.
- 4.2. You may also submit your concern anonymously or confidentially by postal mail to PESB/Organiser at the address below:

PROTON EDAR SDN BHD (AFTER SALES)

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

5. MISCELLANEOUS

- 5.1. The courts of Malaysia shall have the exclusive jurisdiction in relation to “**2024 SPEND2WIN CAMPAIGN**” Terms and Conditions which shall be governed by and construed in accordance with the laws of Malaysia.
- 5.2. For the avoidance of doubt, the Organiser, and/or its group of companies, and/or their respective employees, officers, and 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.
- 5.3. By accessing the Platform and/or using Services, Participants undertake that the Participants will not bring any claims, action or proceedings against the 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 the

Organiser, especially PESB 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.

- 5.4.** The Organiser and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors 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 unauthorized access to the same. All use of this Platform shall be at the Participants' own risk.
- 5.5.** The Organiser and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors shall not be in default of any of its obligation hereunder if the failure to perform the obligation is due to any event beyond the Organiser's (especially PR'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 organized labour action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 5.6.** The Organiser and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors does not warrant or represent that the services will be uninterrupted, error-free, or completely secure though we will ensure reasonable measures to maintain accuracy of all data presented. To the extent permitted by applicable law, the Organiser especially PESB 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.
- 5.7.** Unless expressly stated to the contrary and to the fullest extent permitted by law, the Organiser and/or its group of companies involved in this Platform and/or Services, including its employees, officers, directors 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.