

TERMS & CONDITIONS FOR THE BFGOODRICH PHOTO CONTEST (The “Contest”).

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS CONTEST. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICHELIN MALAYSIA SDN BHD (“**MICHELIN**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CONTEST. BY ENTERING THIS CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Contest is organised by Michelin Malaysia Sdn Bhd (“**MICHELIN**”).
2. **Contest Period:**
 - Contest Period (“**Contest Period**”): 10th September to 10th October 2021.
 - Submission Deadline: **10th October 2021, 11:59PM.**
3. **Eligibility.**
 - 3.1. **General Eligibility Requirements**
 - All residents of Malaysia aged 18 years and above as of 10th September 2021 are eligible to participate in the Contest.
 - Only individuals are eligible to participate in the Contest. Groups, organisations and company entries are **not eligible**.
 - 3.2. **Not eligible**
 - The following are not eligible to participate in the Contest:
 - Employees of MICHELIN and its related corporations and their immediate family members.
 - Employees of any party, including but not limited to agents of Michelin, dealers and/or retailers, which is directly involved in organising, promoting or conducting the Contest.
 - Individuals engaging or are, in Michelin’s opinion, likely to engage in sub-wholesale, resale or sale of the Eligible MICHELIN Products to downstream distributors or retailers.
4. **How to Participate.**
 - 4.1. To qualify for the Contest, participants must be currently an owner of a 4x4 car of any brands. For the avoidance of doubt, any 4x4 cars which are either fitted with BFGoodrich tyres, or non-BFGoodrich branded tyres are qualified to participate.
 - 4.2. No purchases are required in order to participate in the Contest.
 - 4.3. Participants must submit their entry with their particulars in the manner set out in clause 4.4.
 - 4.4. **PARTICIPATION DETAILS**
 - 4.4.1. Participants who wish to enter the Contest must submit their particulars in the following manner:
 - Step 1 Go to https://bit.ly/BFG_photocontest .
 - Step 2 On the Online Contest Form:
 - i) Fill in completely all necessary details.
 - ii) Share with us your story of the most exciting path you traveled with your car.
 - Step 3 Upload a photo of you with your car during that travel.
 - Step 4 Click Submit.
 - 4.4.2. Full contact details of the BFGoodrich Photo Programme Centre (“**Programme Centre**”) is as follows:
 - c/o Macco Melton Sdn Bhd (958541-M)
 - 7-1, Jalan Radin Bagus 6,
 - Bandar Baru Sri Petaling
 - 57000 Kuala Lumpur
 - Contact person: Tina Lee
 - Tel: 014-631 9852
 - Email address: operation@macco-melton.com

- 4.4.3. All submissions received after **10th October 2021, 11:59PM** shall not be accepted.
- 4.4.4. Participants must include all necessary details in the Online Contest Form. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have all required details, did not provide a story, incorrect or unviewable photo, or a photo without you or your car present in it.
- 4.4.5. Each participant may submit the same number of contest entries based upon the number of 4x4 cars that they own, with each entry relating to a different car.

Illustration

You own two (2) 4x4 cars, a Ford Raptor, and a Toyota Land Cruiser. You may submit up to two (2) contest entries, with one (1) entry relating to the Ford Raptor, and another entry relating to the Toyota Land Cruiser.

- 4.5. This Contest is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.

5. Prizes.

Contest Prizes

- 5.1. One (1) First Prize of a RM 250 Touch 'n Go eWallet credit and a BFG Limited Edition Die-Cast Vehicle.
- 5.2. One (1) Second Prize of a RM 150 Touch 'n Go eWallet credit and a BFG Backpack.
- 5.3. One (1) Third Prize of a RM 100 Touch 'n Go eWallet credit and a BFG Backpack.
- 5.4. Seven (7) Consolation Prizes of a BFG 150th Anniversary Cap and a BFG Face Towel each.
- 5.5. The eWallet credit given shall be in the form of an eWallet Reload PIN.
- 5.6. The usage of the eWallet credit shall be subject to the terms and conditions set by issuing company.
- 5.7. For the avoidance of doubt, each participant may only win one (1) Contest Prize.

6. How Prize Winners will be Selected

- 6.1. The ten (10) most interesting stories submitted, as determined by the Organiser will be shortlisted as Contest Prize winners, with the most interesting story being shortlisted as the First Prize winner, the second most interesting story being shortlisted as the Second Prize winner, and so on. Only stories from qualified Contest entries will be taken into account.
A qualified Contest entry is an entry which has submitted their story the Online Contest Form, and meets all the requirements in Clauses 3 and 4.
- 6.2. One shortlisted, you will be contacted by the Programme Centre for further verification.
- 6.3. The Programme Centre will attempt to contact the shortlisted candidate three (3) times for further verification. In the event that a shortlisted candidate is not reachable in all three (3) attempts for any reason whatsoever, he / she will no longer be shortlisted as the winner.
- 6.4. Upon successful verification, the Programme Centre will notify you on being a prize winner.
- 6.5. If a winner is disqualified during the verification process, the next most interesting story contest entry shall be the next winner. For example, if the Second Prize winner is disqualified, the third most interesting story contest entry will be the Second Prize winner, the fourth most interesting story contest entry will be the Third Prize winner and so on.
- 6.6. MICHELIN reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- 6.7. Decisions by MICHELIN will be final and no appeals will be entertained.
- 6.8. The eligible recipients of the Prizes will be informed by phone or email by the Programme Centre, and will be announced on the Tyreplus Facebook page.

7. Claiming a Prize.

- 7.1. Prize recipients may, at MICHELIN'S sole and absolute discretion, be required to sign and return a Declaration and Release Form which, among other things, releases MICHELIN, the sponsor of the Prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest, and acceptance and/or use of the Prizes and confirms his/her compliance with applicable terms and conditions. For the avoidance of doubt, if Prize recipients are required by MICHELIN to sign and return a Declaration and Release Form, such shall be a prerequisite for Prize recipients to receive their prize, and failure to do so shall result in the Prize recipients being disqualified from the Contest.

Touch 'n Go eWallet

- 7.2. Prize will be sent via email to recipients by the Programme Centre within 2 weeks after announcing the winners on the Tyreplus Facebook page.
- 7.3. Prize recipients must provide their EMAIL ADDRESS in their submission ACCURATELY.
- 7.4. MICHELIN shall not be responsible for any error in sending the Prizes via email caused by inaccurate details provided by the Prize recipients. No resending of Prizes will be entertained.

BFG Limited Edition Die-Cast Vehicle/BFG Backpack/BFG 150th Anniversary Cap and BFG Face Towel

- 7.5. Prizes will be delivered by courier to recipients by the Programme Centre at a date to be advised later. Recipients or their appointed representatives must be present at the mailing address provided to accept delivery of the Prizes.
- 7.6. Deliveries shall only be made to addresses within Malaysia.
- 7.7. MICHELIN shall not be responsible for any additional charges incurred (including but not limited to charges for 3rd party collection, delivery, insurance, etc.) to customers who fail to receive the Prizes either by means of address error by the customers, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.
- 7.8. Prizes that are not delivered within three (3) attempts will be forfeited without prior notice.
- 8. MICHELIN shall not be responsible for any printing or typographical errors in any materials or for registrations, contest submissions that are illegible, incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer, telephone, paper transfer, mail system, human or other error; including inability to access any website associated with the Contest. Proof of submission shall not constitute proof of receipt by MICHELIN. If any information provided on a contest submissions is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
- 9. Goods as Prizes. Where Prizes under the Contest are items/goods, they shall be subject to availability and may not be substituted for cash. MICHELIN reserves the right to offer alternative Prizes of similar monetary value, without prior notice. If Prizes involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and MICHELIN does not accept any responsibility for them. In particular, Prizes are provided by MICHELIN on an "AS IS" basis without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
- 10. Taxes, etc. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on Prizes shall be fully borne by the participant.
- 11. MICHELIN, its related and associated companies, and its agencies and companies associated with this Contest disclaim any and all liability arising from this Contest and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Contest, submission and/or usage of Prize(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The participant undertakes that they shall not bring any claims or actions against MICHELIN or its related and associated companies arising out of the operation of the Contest, whether in contract, tort or otherwise.
- 12. All entries will be the property of MICHELIN and the participant will not claim, use, or exploit the entries for any purpose by any means at any time. By entering this Contest, each participant agrees that MICHELIN reserves the right to publish, use the names and/or photographs of winners as material for advertising and/or trade publicity purposes without payment or prior notice, and further agree that in consideration for being awarded the Prize the winners waive all rights associated with their image. Winners shall not be entitled to claim ownership or other forms of compensation on the materials.

13. The participant hereby grants MICHELIN the right to use, keep, share and / or publish any personal information you have provided for purpose of this Contest, including all personal data submitted by the participant, in accordance with MICHELIN's Privacy Policy. For information on MICHELIN's Privacy Policy, please see www.michelin.com.my. If the participant would like to unsubscribe from MICHELIN's mailing list and do wish not to be contacted in any way for future promotions and other marketing activities, please contact us at www.michelin.com.my with your name, the mailing or email address and contact number which we use to contact you.
14. MICHELIN's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these Terms and Conditions, the decision of MICHELIN on all matters pertaining to the Contest shall be final and binding on all parties. No correspondence will be entertained.
15. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in MICHELIN's sole and absolute discretion, you will immediately be disqualified from the Contest. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of MICHELIN's websites or the Contest sites (if any), attempting to disrupt any portion of the Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the submission process.
- ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICHELIN'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICHELIN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
16. No waiver. MICHELIN's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
17. Modification of these Terms and Conditions, etc. MICHELIN may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
18. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
19. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
20. Laws. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is void where prohibited or restricted by law, and is subject to all applicable laws.

PRIVACY NOTICE

The personal data you provide to MICHELIN pursuant to this Contest, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Contest. Entries submitted without the personal data required will be discarded. MICHELIN may also use your personal data to communicate with you about its products and services, update you on new services and benefits, provide personalised promotional offers and allow you to participate in contests and surveys. In this regard, your personal data may be disclosed and transferred to our service providers, suppliers and/or affiliates which may or may not be located outside Malaysia. If you have any complaints, comments or questions on this Privacy Notice, or wish to access or correct your personal data, or limit our processing of the same, please contact MICHELIN at www.michelin.com.my.

NOTIS PRIVASI

Data peribadi yang anda beri kepada MICHELIN menurut Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Pertandingan ini. Sertaan yang diserahkan tanpa data peribadi yang diperlukan akan dibuang. MICHELIN mungkin juga akan mengguna data peribadi anda untuk berkomunikasi dengan anda tentang produk-produk dan perkhidmatannya, memaklumkan anda tentang perkhidmatan dan manfaat baru, menyediakan tawaran-tawaran promosi yang diperibadikan dan membolehkan anda untuk menyertai pertandingan-pertandingan dan tinjauan. Dalam hal ini, data peribadi anda mungkin akan didedahkan dan dipindahkan kepada pembekal-pembekal perkhidmatan, pembekal-pembekal dan/atau ahli-ahli sekutu kami yang mungkin akan atau tidak terletak di luar Malaysia. Sekiranya anda mempunyai sebarang aduan, ulasan atau soalan berkenaan Notis Privasi ini, atau ingin akses atau membetulkan data peribadi anda, atau mengehendkan pemprosesan kami, sila berhubung dengan MICHELIN di www.michelin.com.my.