

TERMS & CONDITIONS FOR GO FURTHER WITH MICHELIN PROMOTION (The “Promotion”) AND CONTEST (The “Contest”)

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) BEFORE ENTERING THIS PROMOTION AND 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 PROMOTION AND CONTEST. BY ENTERING THIS PROMOTION AND CONTEST, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

1. **Organiser.** The Promotion and Contest are organised by Michelin Malaysia Sdn Bhd (“Organiser”).

2. **Promotion/Contest Period and Submission Deadline:**

- Promotion/Contest Period (“Promotion/Contest Period”): 16th November to 31st December 2018.
- Submission Deadline: **3rd January 2019, 11:59PM**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 18 years and above as of 16th November 2018 are eligible to participate in the Promotion and Contest.
- Only individuals are eligible to participate in the Promotion and Contest. Groups, organisations and company entries are **not eligible**.

3.2. **Not eligible**

- The following are not eligible to participate in the Promotion and Contest:
 - Employees of MICHELIN and its related corporations and their immediate family members.
 - Employees of any party which is directly involved in organising, promoting or conducting the Promotion and Contest.

3.3. **Eligible Products**

- For the purpose of this Promotion and Contest, any MICHELIN passenger car, SUV or commercial/light truck tyre models are individually referred to as “**Eligible MICHELIN Product**”.

4. **Promotion/Contest Specifics.**

4.1. In order to participate in the Promotion and Contest, you must purchase any Eligible MICHELIN Product from any participating authorised MICHELIN and TYREPLUS dealers.

4.2. The Eligible MICHELIN Product must be purchased within the Promotion/Contest Period as indicated in the proof of purchase.

4.3. Subject always to Clause 4.5 and Clause 5 for every four (4) units purchase of any Eligible MICHELIN Product, you are entitled to one (1) free luggage tag, or one (1) free laptop bag depending on the tyre size purchased, and for every two (2) units purchase of any Eligible MICHELIN Product, you are entitled to one (1) entry to join the Contest.

4.4. Full contact details of the GO FURTHER WITH MICHELIN Programme Centre (“**Programme Centre**”) is as follow:

c/o Apostrophe Marketing Communications Sdn Bhd
36-1, Jalan PJU8/5B, Bandar Damansara Perdana,
47820 Petaling Jaya, Selangor Darul Ehsan,
Malaysia.
Office hours: Monday – Friday, 9AM – 6PM.

Contact person: Ms. Marvel
Tel: +603 7710 1312 | Whatsapp: 016-768 9432
Email address: michelin.gofurther@apostrophe.com.my

4.5. Promotion/Contest Eligibility

4.5.1. You will qualify for the redemption of one (1) free luggage tag, if you purchase four (4) units of the Eligible MICHELIN Product with a tyre size of 15” and below.

4.5.2. You will qualify for the redemption of one (1) free laptop bag, if you purchase four (4) units of the Eligible MICHELIN Product with a tyre size of 16” and above.

4.5.3. You will qualify for the Contest, if you purchase two (2) units of the Eligible MICHELIN Product, complete the slogan “MICHELIN tyres...” as creatively as you can in not more than 15 additional words, and submit your entry by following the steps in 4.5.4.

4.5.4. Submission:

Send the following details via Whatsapp to 016-768 9432:

Step 1 Provide these details:

- Full Name (as per IC)
- IC No.
- A photo of your invoice/receipt
- Email

Step 2 Complete the slogan “MICHELIN tyres...” in not more than 15 additional words.

4.5.5. The purchase of the two (2) units or four (4) units of Eligible MICHELIN Product must be made in a single invoice or receipt.

4.5.6. All cost incurred in submitting the Promotion and Contest entry shall be borne by the participant.

4.6. All contest submissions received after **3rd January 2019, 11:59PM** shall not be accepted.

4.7. Contest participants must include all necessary personal particulars as stated at Step 1 of Clause 4.5.4 above. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have complete details, without proof of purchase, or have incomplete details in the proof of purchase (without purchase item, quantity, invoice number, or invoice date).

4.8. You must retain the original paid invoice and/or receipt as proof of purchase. End-User/Purchaser may be required to present original proof of purchase when receiving their Prize.

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

5. Prizes and Gifts.

Contest Prizes

5.1. One (1) weekly prize of an AirAsia Cash Voucher worth **RM2,888** (“Prize”) for seven (7) weeks totaling to seven (7) Prizes.

5.2. The Weekly Prize selection will be determined by the following dates:

| Contest submission received dates | Weekly winner |
|---|---------------|
| 16 th November 2018 – 22 nd November 2018 | Week 1 |
| 23 rd November 2018 – 29 th November 2018 | Week 2 |
| 30 th November 2018 – 06 th December 2018 | Week 3 |
| 07 th December 2018 – 13 th December 2018 | Week 4 |
| 14 th December 2018 – 20 th December 2018 | Week 5 |

| | |
|---|--------|
| 21 st December 2018 – 27 th December 2018 | Week 6 |
| 28 th December 2018 – 03 rd January 2019 | Week 7 |

Redemption Gifts

5.3. Gift is given strictly on a first-come-first-served basis, and while stocks last only.

5.4. The Gift will be determined as follows:

| FREE Gifts | With purchase of |
|-------------------|---------------------------------|
| 1x Laptop Bag | 4x MICHELIN 16" Tyres and above |
| 1x Luggage Tag | 4x MICHELIN 15" Tyres and below |

5.5. The Cash Voucher given shall be in the form of an e-Voucher.

5.6. The usage of the e-Voucher shall be subject to the terms and conditions set by the respective company issuing the e-Voucher.

6. How Prize winners will be selected.

6.1. The most creative slogan submitted for the week, as determined by the Organiser will be shortlisted as the winner. Only slogans from qualified contest entries will be taken into account. A qualified contest entry is an entry which has a slogan of not more than 15 additional words, and meets the requirements in Clause 4.

6.2. Once 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, he/she will no longer be shortlisted as the winner.

6.4. Upon successful verification, the Programme Centre will notify you on being the Prize winner.

6.5. If a shortlisted candidate is disqualified during the verification process, the Organiser will proceed to select the 2nd most creative slogan as the replacement winner. This process will continue, until a winner is successfully verified.

6.6. The Organiser reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest for any reason whatsoever.

6.7. Decisions by the Organiser will be final and no further correspondence will be entertained.

7. How Prize recipients will be notified.

7.1. The eligible recipients of the Prizes will be informed by phone or email by the Programme Centre, and will be announced in MICHELIN Facebook page.

8. Claiming a Prize/Gift.

8.1. Prize/Gift recipients may be required to sign and return a Declaration and Release Form which, among other things, releases MICHELIN, the sponsor of the Prizes/Gifts, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion and Contest, and acceptance and/or use of the Prizes/Gifts and confirms his/her compliance with the terms and conditions applicable to the Prizes/Gifts.

Claiming a Gift

8.2. The Gift is to be redeemed instantly from the authorised MICHELIN dealers at the point of purchase.

8.3. Each dealer has been allocated a fixed quantity of each of the Gifts. You may check with the dealer if the Gifts are still available for redemption.

8.4. MICHELIN will not be responsible for any dealers should the Gifts be fully redeemed. No request of replenishment, or replacement of Gifts will be entertained.

Claiming a Prize

8.5. Prizes to recipients will be sent via email to the winners.

8.6. You need to ensure to provide your EMAIL ADDRESS in your submission ACCURATELY.

- 8.7. MICHELIN will not be responsible for any error in sending the Prizes via email caused by inaccurate details provided by the winners. No resending of Prizes will be entertained.
- 9. Redemption/Contest submission.**
- 9.1. MICHELIN is not responsible for any printing or typographical errors in any materials or for registrations, redemption/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 Promotion and Contest. Proof of submission shall not constitute proof of receipt by MICHELIN.
- 9.2. If any information provided on a redemption/contest submission is found to be misleading or inaccurate, that entry shall be deemed invalid.
- 10.** Goods as Prizes/Gifts. Where the Prizes/Gifts under the Promotion and Contest are items/goods, they shall be subject to availability and may not be substituted for cash. MICHELIN reserves the right to offer an alternative Prizes/Gifts of similar monetary value, without prior notice. If Prizes/Gifts 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/Gifts are provided by MICHELIN "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
- 11.** 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 the Prizes/Gifts shall be fully borne by the Customer.
- 12.** MICHELIN, its related and associated companies, and its agencies and companies associated with this Promotion and Contest disclaim any and all liability arising from this Promotion and 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 Promotion and Contest, submission and/or usage of the Prize(s)/ Gift(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 Customer undertake that they shall not bring any claims or actions against MICHELIN or its related and associated companies arising out of the operation of the Promotion and Contest, whether in contract, tort or otherwise.
- 13.** All entries will be the property of the Organiser and the claimant will not claim, use, or exploit the entries for any purpose by any means at any time. By entering this Promotion and Contest, each claimant agrees that the Organiser 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.
- 14.** The participant hereby grants the Organiser the right to use, keep, share and / or publish any personal information you have provided for purpose of this Promotion and 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 the Organiser'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.

15. MICHELIN's decision is final and binding. In the event of any dispute arising from the Promotion and Contest, or relating to the interpretation of these Terms and Conditions, the decision of MICHELIN on all matters pertaining to the Promotion and Contest shall be final and binding on all parties. No correspondence will be entertained.
16. 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 the sole and absolute discretion of MICHELIN, you will immediately be disqualified from the Promotion and Contest. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion and Contest sites (if any), participating in the Promotion and Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion and Contest, use of the Promotion and Contest beyond the defined rules of the Promotion and Contest, attempting to disable or overwhelm any of MICHELIN's websites or the Promotion and Contest sites (if any), attempting to disrupt any portion of the Promotion and Contest, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption/contest process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICHELIN'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION AND 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.

17. 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.
18. Modification of these Terms and Conditions, etc. MICHELIN may modify these Terms and Conditions and/or withdraw or terminate the Promotion and Contest at any stage without any liability towards anyone.
19. 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.
20. 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.
21. Laws. The Promotion and Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion and Contest are 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 Promotion and Contest, including without limitation your name, IC number and address, will be processed and are required to administer your

participation in the Promotion and 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 Promosi dan Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi dan 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 menghadkan pemprosesan kami, sila berhubung dengan MICHELIN di www.michelin.com.my.