TERMS AND CONDITIONS FOR THE MICHELIN HARI RAYA 2024 PROMOTION ("PROMOTION").

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

1. Organizer. The Promotion is organized by Michelin Malaysia Sdn Bhd ("**MICHELIN**")**.**

2. Promotion Period:

- Promotion Period ("Promotion **Period**"): **11th March 2024 till 12th May 2024.**
- Submission Deadline: **15th May 2024, 11:59PM**.

3. Eligibility.

3.1. General Eligibility Requirements

- All residents of Malaysia aged 18 years and above as of **11th March 2024** are eligible to participate in the Promotion.

3.2. Only individuals are eligible to participate in the Promotion.

3.3. Not eligible

- The following are not eligible to participate in the Promotion:
  - 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 Promotion.
  - 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.
  - Any entry containing (i) NRICs; (ii) telephone numbers; (iii) email addresses and (iv) house or shop addresses used by or associated with any individuals mentioned in this Clause 3.3. shall be disqualified from participating in the Promotion.

3.4. Eligible Products

- For the purpose of this Promotion, any MICHELIN passenger car, SUV, or Commercial Light Truck tyre models with a tyre size of 15" and above are individually referred to as **"Eligible Product"**:

3.5. All Eligible Products must be purchased from the following venues:

3.5.1. All Tyreplus distributorships, a list of which can be found at https://www.michelin.com.my/auto/dealer-locator;

3.5.2. All MICHELIN Expert Centre distributorships, a list of which can be found at https://www.michelin.com.my/auto/dealer-locator;

3.5.3. Selected MICHELIN Associate Dealers. For a list of the selected Associate Dealers please either (i) call the MICHELIN hotline at +603 – 7680 3888; or (ii) contact the Programme Centre, details of which are set out in Clause 4.4.3. below.

3.6. The Eligible Product must be purchased within the Promotion Period as indicated in the proof of purchase.

4. How to Participate.

4.1. To qualify for the Promotion, participants must purchase a minimum of two (2) and up to a maximum of four (4) units of the Eligible Product(s) in a single invoice or receipt and submit their participation through the online application form, further details of which are set out in Clause 4.4.1. of these Terms and Conditions below ("Online Application Form").

4.2. Participants must submit their entry with their particulars in the manner set out in clause 4.4.14.

4.3. For any submissions that are successful, participants will receive an SMS and/or email notification. For inquiries, please contact the Programme Centre, details of which are set out in Clause 4.4.3. below.

4.4. PARTICIPATION DETAILS

4.4.1. Participants who wish to enter the Promotion must submit their particulars in the following manner:

Step 1 Scan the QR code or visit promo link https://l.ead.me/michelinraya24 found on the promotional material.

Step 2 Complete all necessary contact and purchase details in the Online Application Form.

Step 3 Upload a scanned copy/photocopy of your purchase invoice/receipt.

Step 4 Click Submit.

Step 5 Within 03 working days, you will receive an SMS on your registered phone and/or email notification indicating that your submission has been received.

4.4.2. Each participant, whose participation shall be tracked by mobile telephone number and NRIC number, may only submit one (1) entry and may only purchase up to a maximum of four (4) units of tyres in relation to such entry.

4.4.3. Full contact details of the Programme Centre ("**Programme Centre**") are as follows:

MICHELIN HARI RAYA 2024 PROGRAMME CENTRE
c/o Apostrophe Marketing Communications Sdn Bhd
Unit 26-8, Oval Damansara, 685 Jalan Damansara,
Taman Tun Dr Ismail, 60000 Kuala Lumpur, Malaysia.
Office hours: Monday – Friday, 9AM – 6PM, including public holidays
Contact person: Ms. Michelle
Tel: +6016 678 1172
Email address: michelin.raya24@apostrophe.com.my

4.4.4. All submissions received after **15th May 2024, 11:59PM** shall not be accepted.

4.4.5. Participants must include all necessary details in the Online Application Form. Incomplete submissions will be discarded without prior notice. An incomplete submission is a submission which does not have complete details, is without or has incorrect/incomplete or unreadable proof of purchase, or has incomplete details of the proof of purchase (without purchase item, tyre size, quantity, purchase unit price, invoice number, or invoice date).

4.4.6. For any submissions that are rejected, participants will receive an SMS and/or email notification stating the reasons for the rejection. For further inquiries please contact the Programme Centre, details of which are set out in Clause 4.4.3. above.

4.4.7. Participants will receive a notification via SMS and/or email of a successful submission. Hence, participants are required to correctly submit their contact details. MICHELIN and the Programme Centre shall not be responsible for any incorrect submission of contact details.

4.4.8. Participants must retain the original paid invoice and/or receipt as proof of purchase. Customers may be required to present original proof of purchase when receiving their Gift.

4.4.9. Participants must contact the Programme Centre on or before **12th June 2024, 11:59PM** in relation to any non-receipt of any applicable e-wallet/e-codes, and Michelin shall not entertain any such claims or related queries made after **12th June 2024, 11:59PM** .

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

5 E-wallet Cashback.

5.1 The value of redeemable E-wallet Cashback shall be as follows:

Tyre Size Purchased (inches)	E-wallet Cashback Value in RM (per tyre)
15” – 16”	15
17” – 18”	30
19” and above	50

5.2 The Programme Centre will take up to ten (10) working days for the verification and approval process of all successful submissions.

5.3 MICHELIN may conduct a random audit check on the submissions received. For this purpose, the Programme Centre may randomly contact a participant up to a maximum of three (3) times. Such contact may be done through telephone calls. The Programme Centre shall not contact a participant more than once a day. If the Programme Centre does not receive a reply to the telephone calls, then MICHELIN reserves the right to reject the submission.

5.4 Each approved submission will receive a reload pin/e-code of the applicable E-wallet within ten (10) working days from date of approval by SMS and/or email.

5.5 The types of E-wallet to which this Promotion relates shall be (i) GrabFood e-code; (ii) Touch ’n Go reload pin. MICHELIN retains absolute discretion as to which E-wallet to provide under this Promotion, and E-Wallet are provided subject to availability. MICHELIN and the Programme Centre reserve the right to provide any other vouchers in lieu of the E-wallet in the event that the E-wallet are no longer available.

5.6 E-wallet are provided strictly on a first-come, first-served basis, and only while stocks last. MICHELIN will not and is not liable for replenishing the supply of E-wallet.

6 How Approved Participants will be Selected.

6.1 A qualified submission is a submission which has correctly included all contact details, purchase details and proof of purchase.

6.2 Any decisions by MICHELIN in relation to this Promotion shall be final, and no appeals will be entertained.

6.3 E-wallet that are not successfully delivered within three (3) attempts will be forfeited without prior notice.

7 MICHELIN shall not be responsible for any printing or typographical errors in any materials or for registrations, Promotion submissions that are illegible, incomplete, lost or misdirected, failed to be entered 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. Proof of submission shall not constitute proof of receipt by MICHELIN. If any information provided on a Promotion submission is found to be false, misleading or inaccurate, that entry shall be deemed invalid.

8 MICHELIN reserves the right to cancel or postpone the Promotion in the case of the occurrence of one or more of the following impediments and their direct or indirect consequences: plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, lockdowns, or other business restrictions.

9 Goods as Redemptions. Where redemptions under the Promotion are items/goods, they shall be subject to availability and may not be substituted for cash. MICHELIN reserves the right to offer alternative redemptions of similar monetary value, without prior notice. If redemptions 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, redemptions 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 any redemptions shall be fully borne by the participant.

11 MICHELIN, its related and associated companies, and its agencies and companies associated with this Promotion disclaim any and all liability arising from this Promotion 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, submission and/or usage of any redemptions, 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 Promotion, 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 Campaign, each participant agrees that MICHELIN reserves the right to publish, use the names of winners as material for advertising and/or trade publicity purposes without payment or prior notice, and further agrees that in consideration for being awarded any redemptions the participant waives all rights associated with the use of his or her name in relation to such advertising and/or trade publicity purposes. Participants 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 Promotion, 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 does 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 this Promotion, or relating to the interpretation of these Terms And Conditions, the decision of MICHELIN on all matters pertaining to this Promotion 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 this Promotion. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion websites or webpages (if any), participating in this Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the

Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of MICHELIN's websites or the Promotion websites or webpages (if any), attempting to disrupt any portion of the Promotion, 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 PROMOTION 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 unilaterally (1) modify these Terms And Conditions; and/or (2) withdraw or terminate this Promotion 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 Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion 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 Promotion, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the Promotion. 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 personalized 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 ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam Promosi 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 mengehadkan pemprosesan kami, sila berhubung dengan MICHELIN di **www.michelin.com.my.**