

**TERMS & CONDITIONS FOR THE CHINESE NEW YEAR AND HARI RAYA 2025 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 (“**MICHELIN**”).

2. **Promotion/Contest Period:**

- Promotion/Contest Period (“**Promotion/Contest Period**”): **6<sup>th</sup> January to 6<sup>th</sup> April 2025.**
- Submission Deadline: **9<sup>th</sup> April 2025, 11:59PM.**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 18 years and above as of 6<sup>th</sup> January 2025 are eligible to participate in the Promotion and Contest.

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

3.3. **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.
  - 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 and Contest.

3.4. **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**”.

3.5. The following are the venues which carry Eligible MICHELIN Products:

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 4.6.3. below.

3.6. All Eligible MICHELIN Products must be purchased from participating dealers only. Participants are required to check with the dealer if they are a participating dealer. Participants will also be able to see the Promotion and Contest’s promotional materials displayed in the participating dealer’s outlet.

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

#### **4. How to Participate.**

4.1. To qualify for the Promotion, participants must purchase four (4) pieces of the Eligible MICHELIN Products with a tyre size of 17” and above in a single invoice or receipt.

4.2. To qualify for the Contest, participants must:

4.2.1. purchase a minimum of two (2) and up to a maximum of four (4) pieces of the Eligible MICHELIN Products in a single invoice or receipt,

4.2.2. correctly answer all six (6) contest questions found in the Promotion and Contest microsite,

4.2.3. show us how you practice sustainability in your daily life by posting a photo with a caption describing your practice on your Facebook/Instagram account, and set the post as PUBLIC,

4.2.4. include the following hashtags in your post:

- #MichelinMalaysia
- #MichelinCNYHariRaya2025

#### **4.3. Contest Entries**

4.3.1. Participants will be eligible for up to four (4) contest entries, depending on the number of tyres and the tyre sizes purchased, as follows:

<b>Tyre Quantity</b>	<b>Number of contest entries</b>
<b>Tyre size of 16” and below</b>	
2	1
3	1
4	2
<b>Tyre size of 17” and above</b>	
2	2
3	3
4	4

4.3.2. The number of photos a participant can post will be based on the number of contest entries they are eligible for.

4.3.3. Regardless of the number of contest entries, participants will be required to answer all six (6) questions only one (1) time.

Illustration

*If a participant is eligible for one (1) contest entry, the participant will answer six (6) contest questions one (1) time and may post up to one (1) photo.*

*If a participant is eligible for four (4) contest entries, the participant will answer six (6) contest questions one (1) time and may post up to four (4) photos.*

4.4. Participants must submit their entry with their particulars in the manner set out in clause 4.6.16.

4.5. REDEMPTION OF MICHELIN DUFFLE BAG and ENTERING THE CONTEST

4.5.1. All costs incurred in submitting the Promotion and Contest entry shall be borne by the participant.

4.6. PARTICIPATION DETAILS

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

Step 1 Scan the QR code or visit promotion and contest link <https://l.lead.me/cnyhrcampaign2025> found on the promotional material.

Step 2 On the Online Contest Form:

- i) Complete all necessary contact and purchase details.
- ii) Answer all six (6) contest questions.
- iii) Provide the URL link(s) of the photo(s), caption(s), and hastags that you have shared on your Facebook/Instagram account.

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

Step 4 Click Send.

4.6.2. 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) pieces of tyres in relation to such entry.

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

**CHINESE NEW YEAR AND HARI RAYA 2025 MICHELIN 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 – Sunday, 9AM – 6PM.

Contact person: Ms. Michelle

Tel: +6016 678 1172

Email address: [michelin.cnyhr25@apostrophe.com.my](mailto:michelin.cnyhr25@apostrophe.com.my)

4.6.4. All submissions received after **9<sup>th</sup> April 2025, 11:59PM** shall not be accepted.

4.6.5. 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 complete details, is without or has incorrect/incomplete or unreadable

proof of purchase, or has incomplete details in the proof of purchase (without purchase item, tyre size, quantity, purchase unit price, invoice number, or invoice date).

4.6.6. 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.

4.6.7. 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/Prize.

4.7. 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. Gifts and Prizes.**

**5.1. Gift**

5.1.1. The Gift will be determined as follows:

Requirements	Free Gift
Purchase four (4) pieces Eligible MICHELIN Product with a tyre size of 17" and above	One (1) x MICHELIN Duffle Bag

5.1.2. Limited to first 1,000 customers per week.

5.1.3. The weekly period will be determined based on the following dates:

Submission received dates	Week
6 <sup>th</sup> – 12 <sup>th</sup> January 2025	Week 1
13 <sup>th</sup> – 19 <sup>th</sup> January 2025	Week 2
20 <sup>th</sup> – 26 <sup>th</sup> January 2025	Week 3
27 <sup>th</sup> January – 2 <sup>nd</sup> February 2025	Week 4
3 <sup>rd</sup> – 9 <sup>th</sup> February 2025	Week 5
10 <sup>th</sup> – 16 <sup>th</sup> February 2025	Week 6
17 <sup>th</sup> – 23 <sup>rd</sup> February 2025	Week 7
24 <sup>th</sup> February – 2 <sup>nd</sup> March 2025	Week 8
3 <sup>rd</sup> – 9 <sup>th</sup> March 2025	Week 9
10 <sup>th</sup> – 16 <sup>th</sup> March 2025	Week10
17 <sup>th</sup> – 23 <sup>rd</sup> March 2025	Week 11
24 <sup>th</sup> – 30 <sup>th</sup> March 2025	Week 12
31 <sup>st</sup> March – 9 <sup>th</sup> April 2025	Week13

5.1.4. Each participant may redeem a maximum of one (1) pcs of the Gift.

5.1.5. The Gifts are given strictly on a first-come, first-served basis, and while stocks last only.

## 5.2. Prizes

- 5.2.1. Each month of the Promotion/Contest Period, participants stand to win one (1) TESLA Model Y (“Prize”), totaling to a maximum of three (3) Prizes.
- 5.2.2. Participants are only eligible to win the Prize in the same month as their submission date.
- 5.2.3. The Prize winner selection will be determined by the following dates:

Submission received dates	Prize Winner
6 <sup>th</sup> January 2025 – 5 <sup>th</sup> February 2025	Month 1
6 <sup>th</sup> February 2025 – 5 <sup>th</sup> March 2025	Month 2
6 <sup>th</sup> March 2025 – 9 <sup>th</sup> April 2025	Month 3

- 5.2.4. Each participant may only win one (1) Prize during the Promotion/Contest Period.

## 6. How Prize Winners will be Selected

- 6.1. Each month, the most creative photo and caption provided, as determined by the Organiser will be shortlisted as the monthly Prize winner. Only qualified contest entries will be taken into account.
- 6.2. A qualified contest entry is an entry which has correctly answered all six (6) questions in the Online Contest Form, posted a photo, caption, and hastags onto the participant’s Facebook/Instagram account, provided the URL link to the posted photo, and meets all the requirements in clauses 3 and 4.
- 6.3. Once shortlisted, you will be contacted by the Programme Centre via WhatsApp, followed by a call for further verification including but not limited to the requirements set out in Clause 7.
- 6.4. The Programme Centre will attempt to contact the shortlisted candidate three (3) times for three (3) consecutive days (during working hours, Monday to Friday) 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.
- 6.5. Upon successful verification, the Programme Centre will notify you on being a prize winner.
- 6.6. If a winner is disqualified during the verification process, the second most creative photo and caption provided, as determined by the Organiser shall be the next winner.
- 6.7. MICHELIN reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- 6.8. Decisions by MICHELIN will be final and no appeals will be entertained.
- 6.9. The eligible recipients of the Prizes will be informed via Whatsapp, followed by a call and/or email by the Programme Centre, and will be announced on the MICHELIN Facebook page.

## 7. Claiming a Gift/Prize.

- 7.1. Gift/Prize recipients may be required to sign and return a Declaration and Release Form which, among other things, releases MICHELIN, the sponsor of the Gifts/Prizes, 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 Gifts/Prizes and confirms his/her compliance with applicable terms and conditions.

## 7.2. **Claiming a Gift**

- 7.2.1. Gift will be delivered by courier to recipients by the Programme Centre within 30 days. Recipients or their appointed representatives must be present at the mailing address provided to accept delivery of the Gift.
- 7.2.2. Deliveries shall only be made to addresses within Malaysia.
- 7.2.3. 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 Gift 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.
- 7.2.4. Gift that are not delivered within 3 attempts will be forfeited without prior notice.

## 7.3. **Claiming a Prize**

- 7.3.1. Unless otherwise notified, the Prize will be awarded to the winner at a prize giving ceremony on a date to be determined by MICHELIN.
- 7.3.2. Winner will be required to provide a copy of his/her identity card to the Programme Centre before the prize giving ceremony for car registration purpose.
- 7.3.3. The winner must produce their original identity card and original printed purchase invoice/receipt for verification when claiming the Prize.
- 7.3.4. All costs incurred by the winner (including but not limited to transportation, accommodation and meals) to be present at the prize giving ceremony is the sole responsibility of the winner.
- 7.3.5. The winner must have a valid driving license.
- 7.3.6. The winner must attend the prize giving ceremony organised by the Organiser, if any. Should the winner fail to attend the ceremony, the Organiser reserves the right to forfeit the Prize.
- 7.3.7. The exact model variation, manufacturing year, color and specifications are at the sole discretion of MICHELIN.
- 7.3.8. The Prize shall include only (i) government approved selling price with standard accessories, (ii) car registration fee, (iii) car number plate, and (iv) warranty period as per manufacturer's standard warranty.
- 7.3.9. The Prize is not inclusive of road tax, and insurance coverage. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Grand Prize shall be borne by the winner.
- 7.3.10. MICHELIN shall not be liable and/or responsible for the transportation costs pertaining to the collection and/or delivery of the Prize.

- 8. MICHELIN shall not be 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. If any information provided on a redemption/contest submissions is found to be false, misleading or inaccurate, that entry shall be deemed invalid.

9. MICHELIN reserves the right to cancel or postpone the Promotion and Contest 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.
10. Goods as Prizes/Gifts. Where 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 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 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.
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 Prizes/Gifts shall be fully borne by the participant.
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 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 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 and Contest, whether in contract, tort or otherwise.
13. 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 Promotion and 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 the use of his or her name and their image 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.
14. 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 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](http://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](http://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 MICHELIN's sole and absolute discretion, 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 websites or webpages (if any), participating in this 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 websites or webpages (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 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 unilaterally (1) modify these Terms and Conditions and/or (2) 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 are 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](http://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 mengehadkan pemprosesan kami, sila berhubung dengan MICHELIN di [www.michelin.com.my](http://www.michelin.com.my).

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