

TERMS & CONDITIONS FOR THE BFGOODRICH RETAIL EXCLUSIVE 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. **Organiser.** The Promotion is organised by Michelin Malaysia Sdn Bhd (“**Organiser**”).

2. **Promotion Period:**

- Promotion Period (“**Promotion Period**”): 1st April to 30th April 2023.

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 18 years and above as of 1st April 2023 are eligible to participate in the Promotion.
- Only individuals are eligible to participate in the Promotion. Groups, organisations and company entries are **not eligible**.

3.2. **Not eligible**

- The following individuals are not eligible for participation 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 in or who are, in MICHELIN's opinion, likely to engage in sub-wholesale, resale or sale of the Eligible BFGoodrich Products (as defined in Clause 3.3. of these Terms and Conditions) to downstream distributors or retailers.

3.3. **Scope of Eligible BFGoodrich Products**

Products shall qualify for the Promotion (“**Eligible BFGoodrich Products**”) only if they meet all of the following criteria: -

3.3.1. the products must be any of the following BFGoodrich tyres:

| Eligible BFGoodrich Products |
|---------------------------------------|
| Off-Road |
| BFGoodrich Mud-Terrain T/A KM3 |
| BFGoodrich All-Terrain T/A KO2 |
| BFGoodrich Trail-Terrain |
| On-Road |
| 16”+ Rim BFGoodrich Advantage Touring |

3.3.2. the products must be purchased from participating BFGoodrich dealers;

You can find out the participating BFGoodrich dealers by using the dealer locator in BFGoodrich's website, as follows <https://www.bfgoodrich.com.my/auto/dealer-locator>.

3.3.3. the products 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 four (4) units of the Eligible BFGoodrich Product(s) of any tyre size in a single invoice or receipt.

4.2. Upon confirmation of purchase, BFGoodrich dealers will provide Gifts to participants in accordance with and subject to Clause 5 of these Terms and Conditions.

4.3. The Promotion may be used together with any other on-going promotions, contests, offers or discounts from MICHELIN.

5. **Gifts.**

5.1. Gifts are provided strictly on a first-come, first-served basis, and only while stocks last.

5.2. Gifts are determined as follows:

| FREE Gifts | With purchase of |
|---------------------------------------|--|
| One (1) Free BFGoodrich Golf Umbrella | 4x BFGoodrich Mud-Terrain T/A KM3 |
| | 4x BFGoodrich All-Terrain T/A KO2 |
| | 4x BFGoodrich Trail-Terrain |
| One (1) Free BFGoodrich Magic Mug | 4x 16"+ Rim BFGoodrich Advantage Touring |

6. Claiming a Gift.

- 6.1. Gifts are to be redeemed at the point of purchase from the applicable BFGoodrich dealers. For the avoidance of doubt, you cannot purchase Eligible BFGoodrich Product(s) from one dealer and claim Gifts from another dealer.
- 6.2. Each dealer has been allocated a fixed quantity of the Gifts. You may check with the dealer if any Gifts are still available for redemption.
- 6.3. For the avoidance of doubt, the Gifts are only available while stocks last and MICHELIN will not and is not liable for replenishing the supply of Gifts.
- 7. Goods as Gifts. Where the Gifts 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 an alternative Gift of similar monetary value, without prior notice. If the 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, 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.
- 8. 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 on or incurred on Gifts shall be fully borne by the participant.
- 9. 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 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, whether in contract, tort or otherwise.
- 10. MICHELIN’s decision final and binding. In the event of any dispute arising from the Promotion or relating to the interpretation of these Terms and Conditions, the decision of MICHELIN on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
- 11. 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. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the 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 sites (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 redemption 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.

12. 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.
13. Modification of these Terms and Conditions, etc. MICHELIN may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
14. 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.
15. Severability. Each of the provisions of these Terms and Conditions shall 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.
16. 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 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 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 mengehadakan pemprosesan kami, sila berhubung dengan MICHELIN di www.michelin.com.my.