

TERMS & CONDITIONS FOR THE MICHELIN TUMBLER 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 March to 31st March 2021.
3. **Eligibility.**
 - 3.1. **General Eligibility Requirements**
 - All residents of Malaysia aged 18 years and above as of 1st March 2021 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 MICHELIN Products (as defined in Clause 3.3. of these Terms and Conditions) to downstream distributors or retailers.
 - 3.3. **Scope of Eligible Products**

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

 - 3.3.1. Eligible products must be MICHELIN passenger car, SUV or Commercial Light Truck tyres;
 - 3.3.2. Eligible products must be purchased from participating MICHELIN / TYREPLUS distributors; You can find out the participating MICHELIN distributors by using the dealer locator in MICHELIN’s website, as follows <https://michelin.com.my/auto/dealer-locator>. For participating TYREPLUS distributors, the listed participating MICHELIN distributors from the dealer locator will be accompanied with a TYREPLUS logo.
 - 3.3.3. the eligible 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:
 - (a) two (2) units of the Eligible MICHELIN Product(s) with a tyre size of 18” and above; OR
 - (b) four (4) units of the Eligible MICHELIN Product(s) with a tyre size of 17” and below; in a single invoice or receipt.
 - 4.2. Upon confirmation of purchase, MICHELIN / TYREPLUS dealers will provide Gifts to participants in accordance with and subject to Clause 5 of these Terms and Conditions.
 - 4.3. The Promotion may not be used together with any other promotions, contests, offers or discounts, unless otherwise stated.

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 MICHELIN Metal Flask	2x MICHELIN Tyres 18" and above
One (1) Free MICHELIN Metal Flask	4x MICHELIN Tyres 17" and below

6. Claiming a Gift.

6.1. Gifts are to be redeemed at the point of purchase from the applicable MICHELIN / TYREPLUS dealers. For the avoidance of doubt, you cannot purchase Eligible MICHELIN 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. Cancellation or Postponement. MICHELIN reserves the right to unilaterally cancel or postpone the Promotion if any of the following occur: (1) plague, (2) epidemic, (3) pandemic; (4) outbreak of infectious disease; (5) any other public health crisis; (6) any direction or action required by the government of Malaysia (which shall include its various agencies) which shall include a requirement for person(s) to be quarantined, lockdowns of certain areas, any restrictions on the movement of persons or any other restrictions on the operation of business.

8. 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 such manufactured items. 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.

9. 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 in relation to the Gifts shall be fully borne by the participant.

10. 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 the participant's participation in this Promotion and/or usage of the 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.

11. 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.

12. 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.

13. **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.
14. **Modification of these Terms and Conditions, etc.** MICHELIN may unilaterally modify these Terms and Conditions and/or unilaterally withdraw or terminate the Promotion at any time whatsoever without any liability towards anyone whatsoever.
15. 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.
16. **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 remainder of these Terms and Conditions will remain in effect and these Terms and Conditions will be modified to give effect to the eliminated provision to the maximum extent possible.
17. **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.