

## TERMS & CONDITIONS FOR THE TYREPLUS AMAZING CASHBACK CONTEST (The “Contest”).

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

1. **Organiser.** The Contest is organised by Michelin Malaysia Sdn Bhd (“**MICHELIN**”).
2. **Contest Period:**
  - Contest Period (“**Contest Period**”): 17<sup>th</sup> February to 20<sup>th</sup> March 2020.
  - Submission Deadline: **20<sup>th</sup> March 2020, 11:59PM.**
3. **Eligibility.**
  - 3.1. **General Eligibility Requirements**
    - All residents of Malaysia aged 18 years and above as of 17<sup>th</sup> February 2020 are eligible to participate in the Contest.
    - Only individuals are eligible to participate in the Contest. Groups, organisations and company entries are **not eligible**.
  - 3.2. **Not eligible**
    - The following are not eligible to participate in the Contest:
      - 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 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.
  - 3.3. **Eligible Products**
    - For the purpose of this Contest, any MICHELIN or BFGoodrich passenger car, SUV, or Commercial Light Truck tyre models are individually referred to as “**Eligible Product**”.
  - 3.4. All Eligible Products must be purchased from participating TYREPLUS distributors.
  - 3.5. The Eligible Product must be purchased within the Contest Period as indicated in the proof of purchase.
4. **How to Participate.**
  - 4.1. To qualify for the Contest, participants must purchase either two (2) to four (4) units of the Eligible Product(s) in a single invoice or receipt, and correctly answer the quiz question in the Contest microsite.
  - 4.2. Participants must submit their entry with their particulars in the manner set out in clause 4.3.13.
  - 4.3. **PARTICIPATION DETAILS**
    - 4.3.1. Participants who wish to enter the Contest must submit their particulars in the following manner:
      - Step 1 Scan the QR code found on the promotional material.
      - Step 2 On the Online Contest Form:
        - i) Enter your answer to the question “As of 1<sup>st</sup> February 2020, how many TYREPLUS dealers are there in Malaysia?”.
        - ii) Fill in completely all other necessary details.
      - Step 3 Upload a scan/photocopy of your purchase invoice/receipt.
      - Step 4 Click Send.

- 4.3.2. Full contact details of the TYREPLUS Amazing Cashback Programme Centre (“**Programme Centre**”) is as follows:  
 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.  
 Contact person: Ms. Tiffany  
 Tel: +603 2711 1172  
 Email address: [tyreplus.cashback@apostrophe.com.my](mailto:tyreplus.cashback@apostrophe.com.my)
- 4.3.3. All submissions received after **20<sup>th</sup> March 2020, 11:59PM** shall not be accepted.
- 4.3.4. 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, without proof of purchase, or have incomplete details in the proof of purchase (without purchase item, tyre size, quantity, purchase unit price, invoice number, or invoice date).
- 4.3.5. Each participant may submit a maximum of two (2) contest entries.
- 4.3.6. 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 Prize.
- 4.4. This Contest is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.

## **5. Prizes.**

### **5.1. Weekly Prizes**

Three (3) weekly prize (“Prize”) for five (5) weeks totaling to fifteen (15) Prizes.

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

| <b>Submission received dates</b>                                | <b>Weekly winners</b>               |
|---|-------------------------------------|
| 17 <sup>th</sup> February 2020 – 21 <sup>st</sup> February 2020 | Three (3) Weekly Winners for Week 1 |
| 22 <sup>nd</sup> February 2020 – 28 <sup>th</sup> February 2020 | Three (3) Weekly Winners for Week 2 |
| 29 <sup>th</sup> February 2020 – 6 <sup>th</sup> March 2020     | Three (3) Weekly Winners for Week 3 |
| 7 <sup>th</sup> March 2020 – 13 <sup>th</sup> March 2020        | Three (3) Weekly Winners for Week 4 |
| 14 <sup>th</sup> March 2020 – 20 <sup>th</sup> March 2020       | Three (3) Weekly Winners for Week 5 |

- 5.3. Each Prize Winner will receive a full reimbursement on the total price of their two (2), three (3) or four (4) purchased tyres.
- 5.4. Participants are only eligible to win Weekly Prizes in the same week as their entry submission.
- 5.5. The Prize will be in the form of cash, cheque issued by the TYREPLUS dealer shop where the Prize Winner has made the tyre purchase or paid back to the credit card of the purchaser.
- 5.6. The total reimbursement shall be equal to the price as stated in the purchase receipt or the retail prices of the Eligible Products purchased, whichever is lower.

## **6. How Prize Winners will be Selected**

- 6.1. A qualified Contest entry is an entry which has correctly answered the quiz question in the Online Contest Form, and meets all the requirements in clauses 3 and 4.
- 6.2. The Weekly Prize winners will be shortlisted by the Programme Centre based upon the total number of qualified Contest entries received for a particular week, divided by the total number of Weekly Prizes to be won for that week.

### Illustration

*If there are a total of 625 qualified contest entries for Week 1, and there are 3 Weekly Prizes in Week 1 to be given away, 625 divided by 3 is 208.33 which makes the 208<sup>th</sup> entry for the Week 1 Weekly Prize 1<sup>st</sup> winner (taking the lower number), the 416<sup>th</sup> entry for the 2<sup>nd</sup> winner, and 624<sup>th</sup> entry for the 3<sup>d</sup> winner.*

- 6.3. Should there be no correct answers received from the Contest entries, the answers closest to the correct answer will be qualified.

Illustration

*If the correct answer is 100, and there are 6 Contest entries with the following answers; 92, 93, 95, 95, 95, 105, 4 Contest entries with answers 95, and 105 will be qualified as both are the closest to the correct answer.*

- 6.4. In the event that the total number of Contest entries with the correct answer or answers closest to the correct answer are fewer than the total number of Prizes:
- 6.4.1. All Contest entries with the correct answer will be shortlisted as the Prize Winners.
- 6.4.2. All Contest entries with answers closest to the correct answer until the number of entries is higher than the balance number of Prizes will be qualified.

Illustration

*There are 10 Weekly Prizes in Week 2 to be given away. The correct answer is 100. There are 200 Contest entries with the following:*

- 3 Contest entries with the correct answer.
- 2 Contest entries with the 1<sup>st</sup> nearest answer (answered 99, or 101).
- 100 Contest entries with the 2<sup>nd</sup> nearest answer (answered 98, or 102).
- 95 Contest entries with the 3<sup>rd</sup> nearest answer (answered 97, or 103).

*The 3 Contest entries with the correct answer are shortlisted as the Weekly Prize Winners. There are now 7 Weekly Prizes left. The qualified Contest entries will be 102, ie. 2 Contest entries with the 1<sup>st</sup> nearest answer, and 100 Contest entry with the 2<sup>nd</sup> nearest answer.*

- 6.5. Once shortlisted, you will be contacted by the Programme Centre for further verification including but not limited to the requirements set out in Clause 7.
- 6.6. 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 for any reason whatsoever, he/she will no longer be shortlisted as the winner.
- 6.7. Upon successful verification, the Programme Centre will notify you on being a prize winner.
- 6.8. If a winner is disqualified during the verification process, the qualified contest entry before the winning number shall be the next winner. For example, if the 156th contest winner is disqualified, the 155th qualified contest entry will be the next winner.
- 6.9. MICHELIN reserves the right to select another prize winner if the original prize winner is subsequently disqualified from the Contest.
- 6.10. Decisions by MICHELIN will be final and no appeals will be entertained.
- 6.11. 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.

**7. Claiming a Prize.**

- 7.1. Prize recipients may be required to sign and return a Declaration and Release Form which, among other things, releases MICHELIN, the sponsor of the Prizes, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Contest, and acceptance and/or use of the Prizes and confirms his/her compliance with applicable terms and conditions.
- 7.2. The Prize will be awarded to the winner at the TYREPLUS dealer shop from which the tyres were purchased, on a date to be determined by the Organiser, and the winner is expected to attend personally to receive the Prize.
- 7.3. In the event that the winner is unable to show up, he/she can nominate a representative to receive the Prize on his/her behalf by giving a written notice to the Programme Centre at least 1 week before the award day. The written notice must include the full names and IC numbers of the Prize Winner and the representative.
- 7.4. MICHELIN shall not be responsible for any additional charges incurred (including but not limited to transportation, accommodation and meals) by the winners to be present at the award day.
8. MICHELIN shall not be responsible for any printing or typographical errors in any materials or for registrations, 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 Contest. Proof of submission shall not

constitute proof of receipt by MICHELIN. If any information provided on a contest submissions is found to be false, misleading or inaccurate, that entry shall be deemed invalid.

9. Goods as Prizes. Where Prizes under the 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 of similar monetary value, without prior notice. If Prizes 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 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 Prizes shall be fully borne by the participant.
11. MICHELIN, its related and associated companies, and its agencies and companies associated with this Contest disclaim any and all liability arising from this 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 Contest, submission and/or usage of Prize(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 Contest, 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 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 their image. Winners 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 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.
14. MICHELIN's decision is final and binding. In the event of any dispute arising from the Contest, or relating to the interpretation of these Terms and Conditions, the decision of MICHELIN on all matters pertaining to the Contest 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 the Contest. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Contest without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Contest, use of the Contest beyond the defined rules of the Contest, attempting to disable or overwhelm any of MICHELIN's websites or the Contest sites (if any), attempting to disrupt any portion of the Contest, 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 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.**

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 modify these Terms and Conditions and/or withdraw or terminate the Contest 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 Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Contest is 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 Contest, including without limitation your name, IC number and address, will be processed and are required to administer your participation in the 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 Pertandingan ini, termasuk tetapi tidak terhad kepada nama, nombor IC dan alamat anda, akan diproses dan adalah diperlukan untuk mengurus penyertaan anda dalam 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 mengehadikan pemprosesan kami, sila berhubung dengan MICHELIN di [www.michelin.com.my](http://www.michelin.com.my).