

## TERMS & CONDITIONS FOR THE TYREPLUS REVIEW & REDEEM PROMOTION (The “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 (“**MICHELIN**”).
2. **Promotion Period, and Submission Deadline:**
  - Promotion Period (“**Promotion Period**”): 1<sup>st</sup> June 2022 to 30<sup>th</sup> June 2022.
  - Submission Deadline: Review must be submitted after purchasing of goods from the Dealer, before leaving the Dealer’s shop.
3. **Eligibility.**
  - 3.1. **General Eligibility Requirements**
    - All residents of Malaysia aged 18 years and above as of 1<sup>st</sup> June 2022 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 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 Products to downstream distributors or retailers.
  - 3.3. **Eligible Products**

For the purpose of this Promotion, any of the following products are individually referred to as “**Eligible Products**”:

    - Any MICHELIN or BFGoodrich tyres,
    - Any of the following products:
      - Caltex lubricants
      - TOTAL lubricants
      - Delkor batteries
      - Bendix brake pads
      - Bactakleen sanitize products
      - Liqui Moly additives only
      - Hekkuse TPMS and tyre inflators
    - Any tyre balancing and alignment, and labour charges related to the purchase of any of the above products.
  - 3.4. All Eligible MICHELIN Products must be purchased from participating TYREPLUS distributors (“**Dealers**”).

You can find out the participating TYREPLUS distributors by using the dealer locator in TYREPLUS’s website (<https://tyreplus.com.my/dealers>).
  - 3.5. 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 any Eligible Products in a single invoice or receipt.

- 4.2. Participants must submit their review in the manner set out in clause 4.5.
- 4.3. Every single invoice or receipt is eligible for one (1) review submission.
- 4.4. All costs incurred in submitting the review shall be borne by the participant.

4.5. **PARTICIPATION DETAILS**

4.5.1. Participants who wish to enter the Promotion must successfully complete their review submission in the following manner:

- Step 1 Scan the QR code found on the promotional material.
- Step 2 Rate how many stars, and write your review.
- Step 3 Click Post.

4.5.2. Full contact details of the TYREPLUS REVIEW & REDEEM 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. Teresa  
 Tel: +603 2711 1172 | Email address: [michelin.instalment@apostrophe.com.my](mailto:michelin.instalment@apostrophe.com.my)

- 4.5.3. All submissions received after the Submission Deadline shall not be accepted.
- 4.5.4. Participants must provide the correct username to the Dealer.
- 4.5.5. Participants must retain the original paid invoice and/or receipt as proof of purchase. Winning participants may be required to present their original proof of purchase when receiving their giveaway vouchers.

- 4.6. Upon confirmation of successful review submission, Dealers will provide Gifts to participants in accordance with and subject to clause 5 of these Terms and Conditions.
- 4.7. This Promotion is not valid in conjunction with any other on-going promotions and contests, offer and/ or discounts, unless otherwise stated.

**5. Gifts and Giveaways.**

**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 TYREPLUS Tote Bag	Any Eligible Product in a single invoice or receipt, and review successfully submitted

**Voucher Giveaways**

- 5.3. Sixteen (16) giveaways of a RM100 TYREPLUS Cash Voucher each (“**Voucher**”).
- 5.4. Each Voucher is valid from 1<sup>st</sup> August 2022 to 31<sup>st</sup> October 2022.
- 5.5. Each Voucher has a unique serial number.
- 5.6. Vouchers can be used to purchase Eligible Product from the Dealer.
- 5.7. The usage of the Vouchers shall be subject to the terms and conditions set by the Organiser.

**6. How Voucher recipients will be selected**

- 6.1. A qualified entry is an entry which meets all the requirements in clauses 3 and 4.
- 6.2. The Voucher recipients will be shortlisted by the Programme Centre based upon the total number of qualified entries received, divided by the total number of Vouchers to be given.

**Illustration**

*If there are a total of 90 qualified entries, and there are 4 Vouchers to be given away, 90 divided by 4 is 22.5 which makes the 22<sup>nd</sup> entry as the 1<sup>st</sup> Voucher recipient (taking the lower number), the 44<sup>th</sup> entry as the 2<sup>nd</sup> Voucher recipient, and so on.*

- 6.3. The qualified entries received shall be sorted in ascending order based on the date and time the reviews are received. Should there be 2 reviews (or more) with the exact date and time, then these reviews shall be sorted based on alphabetical order of the Dealers’ company name.

**Illustration**

*If there are 2 qualified entries with the same date and time, where 1 qualified entry is a review for ABC Sdn Bhd, and the other qualified entry is a review for XYZ Sdn Bhd, then the qualified entry with the review for ABC Sdn Bhd shall be sorted as the earlier record, and the qualified entry with the review for XYZ Sdn Bhd shall be sorted as the later record.*

- 6.4. Once shortlisted, from the response you receive on your review previously, the Organiser shall update this response on the 15<sup>th</sup> July 2022, indicating that you have been shortlisted as being one of the Voucher recipient.
- 6.5. The shortlisted candidate must then contact the Programme Centre via email at [michelin.instalment@apostrophe.com.my](mailto:michelin.instalment@apostrophe.com.my) latest by the 31<sup>st</sup> July 2022 for further verification. In the event that a shortlisted candidate failed to reach the Programme Centre by the 31<sup>st</sup> July 2022 for any reason whatsoever, he/she will no longer be shortlisted as the winner. The Organiser will not be held liable in the event the shortlisted candidate's email failed to reach the Programme Centre on time, for whatever reasons.
- 6.6. Upon successful verification, the Programme Centre will notify you on being a Voucher winner.
- 6.7. If a Voucher winner is disqualified during the verification process, the eligible entry before the winning number shall be the next winner. For example, if the 44<sup>th</sup> eligible entry is disqualified, the 43<sup>rd</sup> eligible entry will be the next winner.
- 6.8. Each Participant may only win one (1) Voucher.
- 6.9. The Organiser reserves the right to select another Voucher winner if the original Voucher winner is subsequently disqualified from the Voucher giveaway.

## **7. How Voucher recipients will be notified.**

The eligible recipients of the Vouchers will be informed by phone or email by the Programme Centre after the Promotion ends on 30<sup>th</sup> June 2022.

## **8. Claiming a Gift/Voucher.**

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

### **Claiming a Gift**

- 8.2. The gift is to be redeemed at the point of purchase from the applicable TYREPLUS dealers. For the avoidance of doubt, you cannot purchase Eligible Products from one dealer and claim Gifts from another dealer.
- 8.3. 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.
- 8.4. For the avoidance of doubt, the Gifts are only available which stocks last and MICHELIN will not and is not liable for replenishing the supply of Gifts.

### **Claiming a Voucher**

- 8.5. Upon notification of being a Voucher recipient, the Programme Centre will request for your delivery details and email address.
- 8.6. The Voucher will be delivered by courier to recipients by the Programme Centre within 2 weeks from your confirmation as being a Voucher recipient. Recipient or its representative must be present at the mailing address provided to accept delivery of the Voucher.
- 8.7. 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 Voucher either by means of address error by the customer, or is physically absent during delivery, or choose to make special collection arrangements or pick-up services.
- 8.8. A Voucher that is not successfully delivered within 3 attempts will be forfeited without prior notice. The Voucher recipient shall not be entitled to make any claims or demands for forfeited Vouchers. MICHELIN shall not be responsible for any unsuccessful attempts to deliver the Vouchers.

9. Goods as Gifts/Vouchers. Where the Gifts/Vouchers 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/Vouchers of similar monetary value, without prior notice. If the Gifts/Vouchers 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/Vouchers 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. MICHELIN shall not be responsible for any printing or typographical errors in any materials or for registrations, participation 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. Proof of submission shall not constitute proof of receipt by MICHELIN. If any information provided on a participation entry or submission entry is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
11. Taxes, etc. Taxes and their 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 the Gifts/Vouchers shall be fully borne by the recipient.
12. 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, 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.
13. All entries will be the property of the Organiser and the claimant will not claim, use, or exploit the entries for any purpose by any means at any time. By entering this Promotion, each claimant agrees that the Organiser reserves the right to publish, use the names and/or photographs of recipients as material for advertising and/or trade publicity purposes without payment or prior notice, and further agree that in consideration for being awarded the Gift or Voucher, the recipients waive all rights associated with their image. Recipients shall not be entitled to claim ownership or other forms of compensation on the materials.
14. The participant hereby grants the 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](http://www.michelin.com.my). If the participant would like to unsubscribe from the 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, 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.
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. 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 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.**

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 modify these Terms and Conditions and/or withdraw or terminate the Promotion 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 of these Terms and Conditions, 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 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](http://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](http://www.michelin.com.my).