

## TERMS & CONDITIONS FOR THE TYREPLUS ROAD HAZARD WARRANTY 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, Warranty Period and Submission Deadline:**
  - Promotion Period (“**Promotion Period**”): 15<sup>th</sup> August 2022 to 31<sup>st</sup> December 2022.
  - Warranty Period (“**Warranty Period**”): 6 months or 10,000km / 30,000km mileage from purchase date as indicated in the proof of purchase, whichever comes first.
  - Submission Deadline: 7 days from receiving an SMS from the Programme Centre. The SMS will be sent out on the following working day from the purchase date as indicated in the proof of purchase.
3. **Eligibility.**
  - 3.1. **General Eligibility Requirements**
    - All residents of Malaysia aged 18 years and above as of 15<sup>th</sup> August 2022 are eligible to participate in the Promotion.
    - Only individuals are eligible to participate in the Promotion.
  - 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 MICHELIN Products to downstream distributors or retailers.
  - 3.3. **Eligible Products**

For the purpose of this Promotion, any of the MICHELIN tyre models in the following categories are individually referred to as “**Eligible MICHELIN Product**”:

    - Passenger car,
    - SUV,
    - MICHELIN Agilis 3 or MICHELIN XCD 2 under commercial light truck,
    - BFGoodrich Advantage Touring.
  - 3.4. All Eligible MICHELIN Products must be purchased from participating TYREPLUS distributors (“**Dealers**”).
  - 3.5. The Eligible MICHELIN Product 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 two (2) units of the Eligible MICHELIN Product(s) in a single invoice or receipt, and the tyres must be fitted onto the car, which must be a vehicle registered in Malaysia, at the point of purchase.
  - 4.2. Participants must submit their registration with their particulars in the manner set out in clause 4.4.
  - 4.3. All costs incurred in submitting the Promotion entry shall be borne by the participant.

#### 4.4. REGISTRATION DETAILS

4.4.1. Participants who wish to enter the Promotion must complete their registration in the following manner:

Step 1 After you have made your tyre purchase, Dealer logs into their point of sales system for you to view the Promotion's terms and conditions and privacy policy.

Step 2 Complete your submission by providing your signature on the system.

4.4.2. Full contact details of the TYREPLUS ROAD HAZARD WARRANTY Programme Centre ("**Programme Centre**") is as follow:

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. Tilda

Tel: +603 2711 1172 | Email address: [tyreplus.warranty@apostrophe.com.my](mailto:tyreplus.warranty@apostrophe.com.my)

4.4.3. All submissions received after the Submission Deadline shall not be accepted.

4.4.4. Participants must retain the original paid invoice and/or receipt as proof of purchase. Participants will be required to present their original proof of purchase when claiming for the warranty.

4.5. This Promotion is not valid in conjunction with any other on-going promotions and contests, offer and/ or discounts, unless otherwise stated.

#### 5. Warranty.

5.1. Each unit of tyre purchased shall be eligible for 6 months or:

5.1.1. 10,000km mileage (for passenger car, or SUV)

5.1.2. 30,000km mileage (for commercial light truck)

road hazard damage warranty from the purchase date, whichever comes first.

5.2. A road hazard damage means a tyre which is damaged by road hazards which causes the tyre to be cut, impacted, punctured, or bulged during the course of normal driving condition on a maintained road.

5.3. The damaged tyre shall be repaired by a technician at any participating TYREPLUS distributor.

5.4. If the tyre is beyond repair, it will be replaced with a new tyre of the same pattern and size.

5.5. In the event that the replacement tyre is not available, MICHELIN reserves the right to provide a replacement tyre of different pattern in the same size. After 15 days from the claim date, if MICHELIN is unable to provide a replacement tyre, customer may claim a reimbursement of the damaged tyre. Such claim can only be done at the participating TYREPLUS distributor where the damaged tyre was purchased.

5.6. Each tyre can only be claimed once during the entire Warranty Period.

5.7. The warranty does not cover:

5.7.1. Damages caused by events such as war, strike, riot, terrorism, malicious damage, floods, fire, or tornadoes.

5.7.2. Tyre with worn out shoulder, which is the area where the tyre tread and sidewall meet.

5.7.3. Tyre with remaining tread depth of 1.6mm or less.

5.7.4. Any charges for the removal/ fitting/ balancing/ alignment on the tyre arising from the repair or replacement of any tyre under this warranty.

#### 6. How participant will be notified.

Participants who are eligible for the Promotion will be notified by email or SMS by the Programme Centre.

#### 7. Claiming the Warranty.

7.1. Participant may go to any of the participating Dealers and inform them that you want to claim for the Road Hazard Warranty. It is recommended to arrange for an appointment with the Dealer and check for availability of the tyre.

7.2. Participants must present the original copy of the invoice/receipt to the Dealer.

7.3. The Dealer will check in the system to confirm:

7.3.1. Participant is eligible for the Promotion,

- 7.3.2. Participant has not claim for the warranty,
- 7.3.3. The mileage is less than:
- a) 10,000km (for passenger car, or SUV)
  - b) 30,000km (for commercial light truck)
- from the purchase date.
- 7.4. Once confirmed that participant is eligible to claim for the warranty, Dealer will proceed with the inspection of the damaged tyre.
- 7.5. After identifying the damage section, the Dealer will proceed to repair the tyre.
- 7.6. If the tyre is beyond repair, the Dealer will then replace it with a new tyre.
- 7.7. For the avoidance of doubt, the warranty does not include the costs of any removal/ fitting/ balancing/ alignment performed during the replacement of the tyre and the Participant shall bear any costs and charges for the same.
8. 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 submissions is found to be false, misleading or inaccurate, that entry shall be deemed invalid.
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, 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. 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.
11. 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.
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 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.**

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 modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
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 of these Terms and Conditions, the online version shall prevail over the print version.
16. 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.
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.

**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).