

TERMS & CONDITIONS FOR THE EMBRACE GOLDEN MOMENTS WITH MICHELIN 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 (“Organiser”).

2. **Promotion Period and Submission Deadline:**

- Promotion Period (“**Promotion Period**”): 7th January to 15th February 2019.
- Submission Deadline: **22nd February 2019, 11:59PM**

3. **Eligibility.**

3.1. **General Eligibility Requirements**

- All residents of Malaysia aged 18 years and above as of 7th January 2019 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 which is directly involved in organising, promoting or conducting the Promotion.

3.3. **Eligible Products**

- For the purpose of this Promotion, any MICHELIN passenger car, or SUV tyre models are individually referred to as “**Eligible MICHELIN Product**”.

4. **Promotion Specifics.**

4.1. In order to participate in the Promotion, you must purchase any Eligible MICHELIN Product from any participating authorised MICHELIN and TYREPLUS dealers.

4.2. The Eligible MICHELIN Product must be purchased within the Promotion Period as indicated in the proof of purchase.

4.3. Subject always to Clause 4.5 and Clause 5 for every two (2) units purchase of any Eligible MICHELIN Product with a tyre size of 17” and above, or four (4) units purchase of any Eligible MICHELIN Product with a tyre size of 16” and below, you are entitled to one (1) free Pure Gold Coin.

4.4. Full contact details of the EMBRACE GOLDEN MOMENTS WITH MICHELIN Programme Centre (“**Programme Centre**”) is as follow:

c/o Apostrophe Marketing Communications Sdn Bhd
36-1, Jalan PJU8/5B, Bandar Damansara Perdana,
47820 Petaling Jaya, Selangor Darul Ehsan,
Malaysia.

Office hours: Monday – Friday, 9AM – 6PM.

Contact person: Ms. Mera

Tel: +603 7710 1312 | Whatsapp: 016-768 9432

Email address: michelin.embrace@apostrophe.com.my

4.5. Promotion Eligibility

4.5.1. You will qualify for the redemption of one (1) free Pure Gold Coin, if you purchase two (2) units of the Eligible MICHELIN Product with a tyre size of 17” and above, or four (4) units of the Eligible MICHELIN Product with a tyre size of 16” and below, and submit your redemption by following the steps in 4.5.2.

4.5.2. Submission:

Send the following details via Whatsapp to 016-768 9432:

Step 1 Provide these details:

- Full Name (as per IC)
- Email
- Invoice/Receipt Number
- Delivery Address

Step 2 Submit a photo of your invoice/receipt.

4.5.3. The redemption in Clause 4.5.1 is limited to the first **10,000** eligible redemptions.

4.5.4. The purchase of the two (2) units or four (4) units of Eligible MICHELIN Product must be made in a single invoice or receipt.

4.5.5. Each customer is entitled to a maximum of two (2) redemptions only.

4.5.6. Each address is entitled to a maximum of five (5) deliveries of Gift only.

4.5.7. All cost incurred in submitting the Promotion entry shall be borne by the participant.

4.6. All submissions received after **22nd February 2019, 11:59PM** shall not be accepted.

4.7. Participants must include all necessary personal particulars as stated at Step 1 of Clause 4.5.2 above. 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, quantity, invoice number, or invoice date).

4.8. You must retain the original paid invoice and/or receipt as proof of purchase. End-User/Purchaser may be required to present their original proof of purchase when receiving their Gift.

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

5. Gifts.

Redemption Gift

5.1. Gift is given strictly on a first-come-first-served basis, and while stocks last only.

5.2. The Gift will be determined as follows:

FREE Gift	With purchase of
1x Pure Gold Coin	2x MICHELIN Tyres 17” and above OR 4x MICHELIN Tyres 16” and below

5.3. The Gold Coin is categorised as 0.2 Gram 999 Pure Gold Foil.

6. How Gift recipients will be notified.

6.1. Eligible recipients of the Gift will be notified by phone or email by the Programme Centre.

7. Claiming a Gift.

7.1. Gift recipients may be required to sign and return a Declaration and Release Form which, among other things, releases MICHELIN, the sponsor of the Gifts, its respective subsidiaries and associated companies, agents, including advertising and promotional agencies, from all liability relating to the Promotion, and acceptance and/or use of the

Gifts and confirms his/her compliance with the terms and conditions applicable to the Gifts.

- 7.2. Gifts will be delivered by courier to recipients by the Programme Centre within 90 days. Recipients or their appointed representative must be present at the Delivery Address provided to accept delivery of the Gift.
- 7.3. 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 Gift 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.
- 7.4. Gift that are not delivered within 3 attempts will be forfeited without prior notice.

8. Redemption Submission.

- 8.1. MICHELIN is not responsible for any printing or typographical errors in any materials or for registrations, redemption 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.
 - 8.2. If any information provided on a redemption submission is found to be misleading or inaccurate, that entry shall be deemed invalid.
- 9. 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 alternative Gifts of similar monetary value, without prior notice. If 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 "AS IS" 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 the Gifts shall be fully borne by the Customer.
- 11.** 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 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 Customer undertake 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.
- 12.** The participant hereby grants the Organiser the right to use, keep, and / or share 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. If the participant would like to unsubscribe from the Organiser'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 with your name, the mailing or email address and contact number which we use to contact you.

13. 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.

14. 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 the sole and absolute discretion of MICHELIN, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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. Serta 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 mengehadkan pemprosesan kami, sila berhubung dengan MICHELIN di www.michelin.com.my.