Carsome June Tactical Campaign ("Promotional Campaign")

Promotional Campaign Terms & Conditions ("Terms & Conditions")

- 1. This Promotional Campaign is organized by Carsome Sdn Bhd (201401025864) ("Organizer") and shall run from 1st June 2022 until 30th June 2022 both dates inclusive ("Promotional Campaign Period"). The Organizer reserve the right to amend or extend the Promotional Campaign Period at any time as they deem fit.
- 2. The Organizer may engage their Affiliates in order to assist the Organizer with the execution of the Organizer's roles and responsibilities pursuant to this Promotional Campaign. For purposes of this Promotional Campaign, the term "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Organizer
- 3. By participating in this Promotional Campaign, all participants ("Participants") will be deemed to have read, understood and expressly agreed to be bound by the Terms & Conditions of this Promotional Campaign as stated herein and any additional terms and conditions stipulated by the Organizer (as may be applicable) including the decisions of the Organizer in all matters related thereto.
- 4. This Promotional Campaign shall be applicable to selected Carsome Certified vehicle ("Vehicle") available at www.carsome.com.my.
- 5. Subject to Clause 6 below, Participants shall be entitled to receive a **FREE** Extended Warranty Programme plan upgrade from GOLD to PLATINUM, worth up to RM3,394.00 ("EWP Upgrade").
- 6. Participants must comply with the following terms in order to be eligible for the EWP Upgrade:
 - a) Participants must successfully purchase a Vehicle during the Promotional Campaign Period;
 - b) Participants must complete the Vehicle delivery cycle by 15th July 2022; and
 - c) Participants shall be required to successfully execute the relevant transactional documents in relation to the sale and purchase of the Vehicle;

For the avoidance of doubt, the EWP Upgrade shall not apply to any Vehicle with an existing principal warranty ("Exempted Vehicle"). In the event, the Participants purchase an Exempted Vehicle, they shall no longer be eligible for the EWP Upgrade under this Promotional Campaign, instead they shall receive a free Ecotint voucher worth up to RM900.00.

- 7. By participating in this Promotional Campaign, all Participants hereby agree to:
 - a) provide consent for the Organizer to collect, record, hold, store, use and disclose their personal information for purposes which are necessary or related to their participation in the Promotional Campaign;
 - b) provide consent for the Organizer to disclose or publish their personal information such as their names or identities and any general information that Organizer sees fit about the Participants in any media, marketing, or advertising materials;
 - c) grant the Organizer the absolute and unrestricted right to modify, use and publish any still or moving images of the Participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation;

- d) agree that the personal information/personal data supplied by any Participants for this Promotional Campaign will be used by the Organizer in accordance with its privacy policy at https://www.carsome.mv/privacy_policy; and
- e) being contacted in relation to the Promotional Campaign, at any time deemed appropriate by the Organizer, via e-mail or any other mode of communication deemed appropriate by the Organizer.
- 8. The Organizer shall have the full discretion to determine (a) the eligibility of the Participants in relation to taking part in the Promotional Campaign; and (b) for any terms not specifically mentioned herein. The Organizer reserves the right to change or amend the Promotional Campaign's mechanics, incentives, rewards, and the Terms & Conditions any time without any prior notice to the Participants.
- 9. The Organizer reserve the absolute right to cancel, terminate or suspend the Promotional Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, cancellation, termination or suspension by the Organizer shall not entitle the Participants to any claim or compensation against the Organizer for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.
- 10. The Participants acknowledges and agrees that in relation to this Promotional Campaign, neither the Organizer nor their affiliates, agents, members, partners, employees, successors, or assigns shall be liable for claims, demands, compensation, costs, or expenses arising out of any damage or loss which may be sustained by the Participants, whether or not caused in whole or in part by the active or passive actions of the Organizer or their affiliates, agents, employees, partners, members, successors, or assigns. The Participants acknowledges and agrees to hold harmless, indemnify and defend the Organizer against any and all claims, liabilities, damages, liens and expenses (including, without limitation, reasonable attorney's fees) arising directly or indirectly from any such occurrences in relation to this Promotional Campaign.
- 11. The Terms & Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any other promotional or advertising materials for the Promotional Campaign.
- 12. The Terms & Conditions herein shall be governed by the laws of Malaysia.