## CARSOME INTERNATIONAL WOMEN'S DAY CAMPAIGN 2023 30-DAY MONEY BACK GUARANTEE ("Promotion")

## **Terms and Conditions**

This Promotion (details of which are set out below) is available only to Eligible Customers who meet the Promotion Qualifications during the Promotion Period only.

## **Promotion Information Details:**

Organizer	Carsome Certified Sdn Bhd (202101006178)
Promotion Description	This Promotion shall only be applicable to female customers who purchased selected vehicles sold by the Organizer via their online platform and/or their Experience Center ("Certified Vehicle").
Promotion Period	8 March 2023 until 31 March 2023 (all dates inclusive)
Eligible Customers	In order to be eligible, female customers must place a booking for the Certified Vehicle within the above stipulated Promotion Period and successfully complete the sale and purchase of the said Certified Vehicle by 14th April 2023.  For the avoidance of doubt, in the event the customer fails to complete the sale and purchase of their Certified Vehicle by 14th
	April 2023 then the customer shall no longer be eligible to participate and benefit from this Promotion.
Promotion Qualifications	<ul> <li>Only Eligible Customers shall receive the following benefit ("Promotional Benefit"):</li> <li>1. Eligible Customers shall be entitled to a 30-day money back guarantee return for their Certified Vehicle subject to compliance with the following conditions:</li> <li>a) The Certified Vehicle must returned to Carsome within 30 days of the date of delivery of the Certified Vehicle to the Eligible Customers;</li> <li>b) The Certified Vehicle must not have exceeded one hundred (100) kilometres at the time of return; and</li> <li>c) The Certified Vehicle must be free of any modifications, accident, damage or lien on it other than those from time of purchase.</li> </ul>
How will it be provided?	The Promotional Benefit shall take effect and begin from the date of delivery of the Certified Vehicle to the Eligible Customers.
Special Promotion Terms	1. This Promotion shall be valid with any other ongoing promotions, discounts, vouchers, or other campaigns or privileges.
	2. The Promotional Benefit may not be redeemed or exchanged for cash. The Promotional Benefit awarded will not be replaced

if lost or stolen. The Promotional Benefit is not redeemable for cash or transferable. No substitution will be allowed except, at the Organizer's sole discretion, a prize of equal or greater monetary value may be substituted.

3. The sale and purchase of the Certified Vehicle shall be further subjected to additional terms and conditions and transactional documents that shall be determined by the Organizer.

## **Promotion Terms and Conditions:**

This Promotion is as specified in the Promotion Information Details above and is strictly made available to the Eligible Customers who meet the Promotion Qualifications during the Promotion Period and is subject to the following terms and conditions ("Terms and Conditions"):

- 1. The Organizer reserves the right to amend or extend the Promotion at any time as they deem fit. 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 Promotion. For purposes of this Promotion, 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.
- 2. The Promotion is only applicable during the Promotion Period. Any customer who does not meet the Promotion Qualifications and is not an Eligible Customer is not entitled to the Promotion.
- 3. In the event this Promotion involves vendors, merchants, and/or third-party providers ("Merchant") the relevant participating Merchant reserves the right to revise its terms and conditions without prior notice. Eligible Customers' participation in the Promotion shall be further subjected to the participating Merchant's terms and conditions.
- 4. By participating in this Promotion, all Eligible Customers will be deemed to have read, understood and expressly agreed to be bound by the Terms & Conditions of this Promotion 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.
- 5. All personal information provided by the Eligible Customers is subject to the Organizer's Privacy Policy (details of which are available at <a href="https://www.carsome.my/privacy\_policy">https://www.carsome.my/privacy\_policy</a>). Amongst others, the Eligible Customers agree to 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 Promotion and agree to grant the Organizer the absolute and unrestricted right to modify, use and publish any still or moving images of the Eligible Customers for any promotional, marketing, commercial or other related purpose, without any payment or compensation.
- 6. The Organizer shall have the full discretion to determine (a) the eligibility of the Eligible Customers in relation to taking part in the Promotion; and (b) for any terms not specifically mentioned herein. The Organizer reserves the right to change or amend the Promotion mechanics, incentives, rewards, and the Terms & Conditions any time without any prior notice to the Eligible Customers.
- 7. The Organizer reserves the absolute right to cancel, terminate or suspend the Promotion 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 Eligible Customers 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.

- 8. The Eligible Customers acknowledges and agrees that in relation to this Promotion, 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 Eligible Customers, 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 Eligible Customers 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 Promotion.
- 9. 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 Promotion.
- 10. The Terms & Conditions herein shall be governed by the laws of Malaysia.