

CARSOME SDN BHD MAY 2022 ECOTINT 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 May 2022 until 31st May 2022 both dates inclusive (“Promotion Campaign Period”). The Organizer reserve the right to amend or extend the Promotion Campaign Period at any time as they deem fit.
2. 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.
3. This Promotional Campaign shall apply to all in relation to the purchase of Carsome Certified vehicles sold by the Organizer via the Organizer’s online platform at <https://www.carsome.my/>, during the Promotion Campaign Period (“Eligible Vehicles”). For the avoidance of doubt, Eligible Vehicles shall exclude vehicles marked as “Marketplace”, “Partner Cars” or new vehicles (“Non-Eligible Vehicles”).
4. Upon purchasing Eligible Vehicles, Participants shall be entitled to the following tinting deals and services (“Tinting Deals”):

Deal Type	Eligibility	Cost (to be borne by Participants)	Actual Deal Cost (for comparison)
Prudent	Applicable to Selected Eligible Vehicles (as defined below)	FREE	RM900.00
Protekt	Applicable to Eligible Vehicles	RM950.00	RM1,650.00
Protégé	Applicable to Eligible Vehicles	RM2,250.00	RM3,150.00

“Selected Eligible Vehicles” shall refer to the following list of Carsome Certified vehicles brands and models in the link below:-

<https://www.carsome.my/buy-car?campaignId=35>

5. In furtherance to Clause 4 above, Participants must comply with the following terms as well:
 - a) the purchase of any Eligible Vehicle and/or Selected Eligible Vehicles must take place and be completed within the Promotion Campaign Period (this includes making the necessary booking fee payments);
 - b) the Participants shall receive their selected Promotional Campaign vouchers upon successfully completing and executing all the necessary transactional documents and agreements provided by the Organizer before subsequently placing and securing an appointment for their relevant Tinting Deals ("Ecotint Vouchers");
 - c) the Ecotint Vouchers are not exchangeable and/or transferable and cannot be exchanged or redeemed for cash and may be subjected to further terms and conditions set forth by the relevant tinting service providers;
 - d) the deliveries of any Eligible Vehicle and/or Selected Eligible Vehicles must be fulfilled between 1st May 2022 until 15th June 2022 in order to be eligible for this Promotional Campaign ("Delivery Date"). Any deliveries of Eligible Vehicle and/or Selected Eligible Vehicles that does not comply with the Delivery Date shall be deemed ineligible to take part in this Promotional Campaign and shall be excluded from this Promotional Campaign; and
 - e) the Ecotint Vouchers shall be compatible and applicable with any other ongoing campaigns and promotions unless stated otherwise by the Organizer.

6. 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.my/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.

7. For the sake of clarity, in relation to the Ecotint Vouchers, the Organizer shall only be responsible for distributing the Ecotint Vouchers to the successful Participants subject to the Terms & Conditions herein. The Organizer shall not be responsible for the execution, implementation and/or administration of the actual tinting process ("Tinting Process"). The

Tinting Process shall be carried by the Organizer's designated Promotional Campaign partner, namely Ecotint (M) Sdn Bhd.

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.