## NATIONAL DAY 2024 ("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 selected Proton or Perodua CARSOME Certified vehicles and CARSOME Value vehicles sold by the Organizer ("CARSOME Vehicle") at all CARSOME branches.
Promotion Period	15th August 2024 until 30th September 2024 (all dates inclusive)
Eligible Customers	In order to be eligible, customers must place a booking for the selected CARSOME Vehicle, within the above stipulated Promotion Period.
Promotion Benefits	For any applicable CARSOME Vehicle purchased by the Eligible Customers, they shall be entitled to receive an opportunity to win the following benefits ("Promotional Benefits") subject to further terms and conditions of the selection process:  1. Each purchase of one (1) CARSOME Vehicle shall be entitled to one (1) chance of participation in the Winner Selection Process for the Promotion Benefits of exclusive 5-year CARSOME Warranty, from date of activation or up to 100,000 km from the mileage reading upon activation of the Promotion Benefit, whichever comes first.
Winner Selection	<ol> <li>Winner Selection for the Promotion Benefits will be based on random sequences.</li> <li>A total of 67 winners will be selected upon conclusion of the Winner Selection Process.</li> </ol>
How will it be provided?	The Organiser will notify the Winners of their entitlement of the Promotion Benefits via public announcement of list of winners on the Organizer's social media platforms or any method or medium it deems fit to notify the Winner of their entitlement to receive the Promotion Benefits.
Special Promotion Terms	<ol> <li>The Promotion Benefit is only made applicable within the Promotion Period and to secure the entitlement of the participation to the Winner Selection Process and/or Promotion Benefits, all transactions must be completed within 14 days from date of booking or the order of CARSOME Vehicle.</li> <li>Each warranty repair claim for the Promotion Benefits shall be capped at a maximum of RM5,000.00 with annual repair warranty capped at maximum of RM15,000 ("Claim Limit").</li> </ol>

- 1. Any repair cost beyond the Claim Limits shall be the sole responsibility of the Eligible Customers and Winners of the Promotion Benefits.
- 2. The Promotional Benefits covers only major engine, transmission and air-conditioner components excluding all routine maintenance items such as wear and tear parts (i.e. brake pads, tires, wiper blade etc). Damages caused by accidents, misuse or modifications of Vehicles and natural causes are expressly excluded under this Promotional Benefit.
- 3. The Promotion Benefits covered only for replacement of parts of reconditioned parts, and any request for replacement of original parts shall be borne and topped up by the Eligible Customers and Winners of the Promotion Benefits.
- 4. In addition, the coverage, operation and all applicable entitlement of warranty of the Promotion Benefits, , unless otherwise stated in this terms and condition, shall be subject to terms and conditions herein incorporated by reference of the link: <a href="https://c.carsome.my/wp-content/uploads/2023/11/CARSOME">https://c.carsome.my/wp-content/uploads/2023/11/CARSOME</a>
  -Warranty-Booklet Digital-Version.pdf.
- 5. For avoidance of doubt, the Claim Limit stated in this Terms and Conditions shall take precedence of the Terms and Conditions in the Warranty Booklet.
- 6. The Eligible Customers and Winners are required to observe strictly to any applicable terms and conditions for the continuous coverage of the Promotion Benefits from time to time, the Organizer reserves its right for any variation and amendment of applicable terms and conditions for the coverage of Promotion Benefits and effective upon notice to the Eligible Customers and Winners.
- 7. There shall be a total of 67 winners for the Promotion Benefits upon conclusion of the Winner Selection Process.In the event, any Eligible Customer and Winner fails to respond to the Organizer within the stipulated timeline upon notification of the Promotion Benefits entitlement, as determined solely by the Organizer, to claim the Promotion Benefits or breach of any terms and conditions, the Organizer reserves the right to revoke such entitlement and select another winner at its sole discretion. The Eligible Customer and Winner shall have no claim against the Organizer for the forfeiture or waiver of their entitlement to the Promotion Benefits.
- 8. All Promotional Benefits are only applicable to the purchase of CARSOME Vehicle's made in accordance with this Terms and Conditions.
- 9. This Promotion shall not be applicable with other ongoing promotions that offer discounts on the purchase price of any CARSOME Vehicle unless otherwise stated. This Promotion is stackable for Trade-in Voucher ONLY.
- 10. In the event that the Promotional Benefits become unavailable for any reason, then the Organizer reserves the right to substitute the

Promotional Items with other promotional items of similar value. The Organizer makes no representation in relation to the availability of the Promotional Benefits.

- 11. The Promotional Benefits may not be redeemed or exchanged for cash. The Promotional Benefits awarded will not be replaced if lost or stolen. Promotional Benefits are 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.
- 12. All transactions of CARSOME Vehicle shall be completed on or before 15th September 2024, failing which the qualification and entitlement of the Promotion Benefit under this terms and conditions shall be revoked, deemed null and void.
- 13. The sale and purchase of any CARSOME Vehicle shall be further subjected to additional terms and conditions and transactional documents that shall be determined by the Organizer.
- 14. The Organizer reserves the unequivocal right to revoke and cancel any submitted application of the Promotion at any stage in the event it is discovered that the Eligible Customers has provided false or inaccurate information or the Eligible Customers through deliberate act or omission, causes harm to the overall interests of the Organizer without further notice or liability.
- 15. The Organiser's decision is final and conclusive for all interpretation and operation of this Promotion. The Eligible Customers and Winners agree to the decisions and terms & conditions prior to joining the Promotion mechanism.

## **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 Organizer reserves the right to refuse entry by any participant to the Promotion or to remove any participant from the Promotion given if the participant or Eligible Customers have breached any of the Terms and Conditions or provision of false or incorrect information required by the Organizer, or any reasonable circumstances deemed fit to cause harm or loss to the Organizer, without any liability for any reason and at its sole discretion.
- 11. The Terms & Conditions herein shall be governed by the laws of Malaysia.