## **CARSOME Inspection Introductory Fee ("Promotion")**

## **Terms and Conditions**

This Promotion (details of which are set out below) is available only to the Eligible Customers who fulfilled and satisfied the Promotion Criteria during the Promotion Period only and subject to all terms and conditions herein stated.

## **Promotion Information Details:**

Organizer	CARSOME Sdn Bhd (201401025864)
Promotion Description	This Promotion shall only be applicable to Eligible Customers within the Promotion Period and fulfillment of all applicable terms and conditions inclusive but not limited in this terms and conditions determined at sole discretion of the Organizer for the selected inspection services offer by the Organizer.
Promotion Period	3 <sup>rd</sup> February 2025 until 31 <sup>st</sup> March 2025 (all dates inclusive)
Eligible Customers	In order to be an Eligible Customers under this Promotion, the customer shall:  (a) Comply fully with all applicable terms and conditions of the promotion;  (b) Limited to private vehicles with the vehicle registered ownership of private individual; and  (c) The appointment and/or vehicle inspection services performed within the Promotion Period.
Promotion Benefit	Subject to compliance of all applicable terms and conditions, the Eligible Customer is entitled to the following benefit:  1. An introductory inspection fee rate ("Introductory Rate") for the selected vehicle inspection services, at a rate lower than the standard rate for the same vehicle inspection services.
How will the Promotion Benefits be provided?	The Promotion Benefit will be automatically applied when Eligible Customer choose to schedule the selected inspection services under this Promotion, within the promotional period, subject to the Eligibility assess by the Organizer upon the customer's submission of required information and documents (if applicable).
Special Promotion Terms	Eligible Customers shall sign and agree to all relevant documentations inclusive but not limited to the Service and Personal Data Consent Agreement prior to the payment and performance of the selected inspection services.
	2. In the event the Eligible Customer(s) fails to provide the required vehicle documents or submit inaccurate information required by the Organizer, the Eligible Customer(s) wilfully forgo of its entitlement to the Promotion Benefit, thus waived its rights from any possible entitlement to the Promotion Benefits.
	3. Any payment made under this Promotion shall not be refundable once the selected vehicle inspection services have commenced, unless otherwise stated in writing by the Organizer.
	4. The Promotion Benefits are strictly prohibited or disallowed to be

- redeemed or exchanged for cash and non-transferable to any third party.
- 5. The sale and purchase of Eligible Customers' vehicle(s) shall be further subjected to additional terms and conditions and transactional documents that shall be determined by the Organizer.
- 6. All Promotion Benefits offered under this Promotion are subject to the participant's fulfilment of the Promotion Criteria determined at the discretion of the Organizer, and such offer shall only be made applicable strictly for the duration of Promotion Period.
- 7. The Organizer reserves the right to amend these terms and conditions unilaterally at any time, with such amendments taking effect upon notice. Any selected vehicle inspection services not completed at the time the latest terms and conditions become effective shall not be eligible for the Promotion Benefit.

All decisions made by the Organizer regarding this Promotion, including the interpretation of these terms and conditions, are final, conclusive, and binding.

## **Promotion Terms and Conditions:**

This Promotion Terms and Conditions are inclusive of the Promotion Information Details stated above and the terms and conditions herein stated (collectively known as "Terms and Conditions"):

- 1. The Organizer reserves it's right to amend, modify or extend the Promotion Period at any time as they deemed fit without prior notice to the public. The Organizer may engage their Affiliates for purpose to assist the Organizer with the execution of the Organizer's roles and responsibilities pursuant to this Promotion for its own benefits. For purpose 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. 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.
- 3. By participating in this Promotion, all Eligible Customers shall 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.
- 4. 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.
- 5. 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, amend or modify the Promotion mechanics, incentives, rewards, and the Terms & Conditions any time without any prior notice to the Eligible Customers.

- 6. 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.
- 7. The Eligible Customers acknowledges and agrees that in relation to this Promotion, neither the Organizer nor their Affiliates, agents, members, partners, employees, successors, or assignees 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.
- 8. Without prejudice to the Organizer's rights under the laws, any failure of the Organizer to enforce, or delays in enforcing its obligation of the Eligible Customer(s), or fails to exercise, or delays in exercising, a right under this Terms and Conditions, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right.
- 9. The Terms & Conditions contained herein shall supersede and 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 and subject exclusively to the jurisdiction of the Courts of Malaysia.