

## **Terms and Conditions**

# **(SIME DARBY AUTO CONNEXION SDN. BHD. FORD RANGER XLT PLUS SE - RM3,000 FUEL VOUCHER REWARD CAMPAIGN)**

### **1. Organiser**

This Ford Ranger XLT Plus SE RM3,000 fuel voucher reward Campaign (“Campaign”) is organised by Sime Darby Auto Connexion Sdn. Bhd. (Registration No.: 198101002488 (68602-V)) (“Organiser”).

### **2. Campaign Period**

The Campaign will be held from 25<sup>th</sup> September 2024 at 10:00am (GMT +8) until 31<sup>st</sup> October 2024 at 11:59 p.m. (GMT+8) or until the first twenty (20) successful Purchases (hereinafter defined) are completed, whichever is earlier (“Campaign Period”). The Organiser reserves the absolute right to amend the Campaign Period at any time without notice.

### **3. Eligibility**

3.1 The Campaign is open to (i) all individuals of Malaysian citizens and permanent residents of Malaysia of age eighteen (18) years old and above during the Campaign Period and/or (ii) subject to paragraph 3.4 below, all companies incorporated under the Malaysia Companies Act 2016 (or the repealed Malaysia Companies Act 1965) only, subject to the terms and conditions herein, and the applicable laws of Malaysia, except for the following individuals who are NOT eligible:

- a) permanent and/or contract employees of the Organiser and their immediate family members (including spouse, children, parents and siblings);
- b) representatives, management, personnels and/or employees of the Organiser’s authorised dealers, service providers (including media and advertising agencies, promotion agencies, suppliers and event management agencies) and their immediate family members; and/or
- c) Affiliates of the Organiser, their permanent and/or contract employees and their immediate family members.

3.2 For the purposes of this Campaign, “Affiliate” means a company which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Organiser. The word ‘control’ means the direct or indirect ownership of an aggregate fifty per cent (50%) or more of voting capital.

3.3 If a participant is found to be ineligible at any point of time during or after the Campaign Period, the Organiser shall reserve the absolute right to disqualify the said participant and to withdraw and/or cancel any prize, if any, won by that participant. The Organiser shall also reserve the right to take any action it deems necessary against the said participant in which case the said participant shall indemnify the Organiser for all claims, damages, losses, costs and expense incurred in connection therewith.

### 3.4 Participation by a Company

- a) A company incorporated under the Malaysia Companies Act 2016 (or the repealed Malaysia Companies Act 1965) is eligible to participate the Campaign, provided that the person participating on behalf of a company is an authorised representative of the company and meets all other eligibility criteria specified in paragraph 3 herein.
- b) Only a representative authorised by the company including but not limited to authorisation by way of members' resolution and/or board resolutions may participate in the Campaign on behalf of a company and shall comply with all the terms and conditions herein.
- c) The person participating on behalf of a company must provide all necessary documentation proving the incorporation and ownership of the company and authorization to participate on behalf of the company and any other documents upon request by the Organiser.
- d) In the event that a company wins a prize, the prize will be awarded to the company, and the company's authorised representative, will be responsible for redeeming the prize and ensuring compliance with all terms and conditions herein.
- e) The Organiser reserves the right to verify the company, authorisation and eligibility of the person participating on behalf of the company at any time during or after the Campaign Period. If any discrepancy or violation of the terms is found, the Organiser reserves the right to disqualify the participation and/or the company and revoke any prize awarded.

## 4. How to participate in the Campaign?

4.1 To qualify for participation in the Campaign, the participant must purchase a Ford Ranger XLT Plus Special Edition from the Organiser via the Organiser's online booking system through <https://shop.sdacford.com.my> during the Campaign Period and have the vehicle delivered between 25<sup>th</sup> September 2024 to 30<sup>th</sup> November 2024 ("Vehicle Delivery Period") together with the following ("Purchase"):

- a) the legal ownership of at least one (1) unit of the Ford Ranger XLT Plus Special Edition has been successfully registered in the name of the participant at Jabatan Pengangkutan Jalanraya of which the Ford Ranger XLT Plus Special

Edition's owner registration card has been issued to the participant within the Vehicle Delivery Period;

- b) the ownership of the Ford Ranger XLT Plus Special Edition has also been entered into the Organiser's electronic dealer management system ("EDMS") during the Campaign Period within the Vehicle Delivery Period; and
- c) the Ford Ranger XLT Plus Special Edition have been delivered to the participant during the Vehicle Delivery Period.

4.2 Eligible participants are required to make online booking of the Ford Ranger XLT Plus Special Edition via <https://shop.sdacford.com.my> providing *inter alia* the following details ("Vehicle Booking Details"):

- a) Participant's Name;
- b) Participant's Country / Region;
- c) Participant's House Address;
- d) Participant's Malaysian National Registration Identity Card/Passport;
- e) Participant's phone number; and
- f) If the participant is participating as a company, the company's name and registration number.

4.3 Purchase must be made during the Campaign Period. Purchase received prior to and/or after the Campaign Period will not be considered.

4.4 The Organiser reserves the right to reject, disqualify, and/or remove, in its absolute discretion, any participant from the Campaign without prior notification should the participant be suspected of tampering with his/her entry, breach any of the terms and conditions herein, or if his/her entry contains any false, untrue, misleading, incomplete, inaccurate, and/or invalid information.

4.5 The Organiser shall not be responsible for any technical, network and/or application failure, malfunction, interruption and/or delay. Entries that are incomplete, tagged incorrectly, unreadable, ineligible and/or unable to be sent or published due to technical reason as aforesaid or whatsoever reason, will not be entertained and will be disqualified.

4.6 The eligibility will be void if there is any change(s) to the Purchase of the Ford Ranger XLT Plus Special Edition, including but not limited to:

- a) change of vehicle ownership;
- b) change of vehicle delivery date;
- c) change of vehicle purchased; or
- d) cancellation and/or termination of Purchase.

4.7 The Campaign is not in conjunction with any previous promotion offered by the Organiser and cannot be combined with other promotions or offers.

## **5. Prizes and Selection of Winner**

### **5.1 Prizes**

5.1.1 The prize for the Campaign are as follow:-

a) Petronas fuel voucher worth RM3,000 on Setel Application x 20 winners.

5.1.2 There will be a total of not more than twenty (20) winners for the Campaign, each winner will be entitled to a RM3,000 fuel voucher through Setel Application.

5.1.3 The winners are required to download the Setel Application on their mobile phones to receive the fuel voucher code for the prize.

5.1.4 Images of the prize used in promotional materials (if any) are for illustration purposes only and do not necessarily reflect the actual prize. The Organiser reserves the right, at its absolute discretion, to substitute any prize with an item of similar or different value. All prizes are not transferable, refundable, or exchangeable in cash, discounts, or any other form for whatever reason. All prizes are given on an “as is” basis.

5.1.5 Each participant is entitled to only win one (1) prize throughout the Campaign. Once an eligible participant has won one (1) prize, the remaining entry(ies) will be cancelled and/or disregarded automatically.

### **5.2 Selection of Winners**

The winner(s) will be selected based on the following criteria: -

- a) Winner(s) will be determined by the Organiser based on the first twenty (20) (if any) successful Purchase of the Ford Ranger XLT Plus Special Edition during the Campaign Period made in accordance with paragraph 4 above.
- b) The Organiser's decision shall be final. No correspondence or appeal will be entertained.

## **6. Notification of Winners and Redemption of Prizes**

6.1 The Organiser will notify the winner(s) through email and/or phone call.

6.2 The winner(s) must respond to the Organiser within three (3) days of being notified.

6.3 In the event a winner(s) fails to respond within the timeline stated in paragraph 6.2, chooses not to accept a prize and/or the winner is not reachable/contactable:

- a) the winner is deemed to have disclaimed all rights, interests and claims to that prize and the prize will be dealt with according to the sole and absolute discretion of the Organiser; and/or
- b) The Organiser may select an alternative winner(s).

- 6.4 Upon the winner's response within the timeline stipulated in paragraph 6.2, the winners may be contacted within seven (7) working days by the Organiser, and the winner shall provide the winners' details and/or any other information and/or documents in connection with the redemption of his/her prize.
- 6.5 All costs, taxes, changes, fees, expenses, losses, and/or damages incurred to participate in the Campaign and/or to redeem the prizes are under the sole responsibility of the winners.
- 6.6 The winners may be required to produce proof of identity (including but not limited to the original National Registration Identity Card and/or the originals of other supporting documents/materials) during or prior to prize redemption for purposes of verification. Failure to provide any proof of identity entitles the Organiser to disqualify the participant/winner.
- 6.7 The winners may be required to sign a release, waiver and declaration form in order to claim the prize, if required.
- 6.8 No substitution or transfer of prize(s) by the winner is permitted.
- 6.9 The Organiser makes no representation whatsoever with respect to the prizes and shall not be responsible nor liable for any problems, losses, damages, liabilities, costs and expenses thereto or arising therefrom. All prizes are accepted at the winner's own risk, the participants shall assume full liability and responsibility in case of any accident, injury, damage or claim resulting from participation in the Campaign and from redemption and usage of the prize. The Organizer and its agents and employees shall not be liable for any loss or damage howsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from the prize(s).
- 6.10 The Organiser reserves the right to not award any and/or all prizes. The Organiser is entitled to only award the prize(s) to the qualified entries (if any) and forfeit the remaining prizes.

## **7. Privacy Policy**

By participating, participants explicitly consent that the Organiser shall collect, use, hold, process, store and/or disclose the necessary personal data of the participants. These information will be stored, used and/or processed in a manner in accordance with the applicable privacy laws and the Organiser's privacy notice which is accessible on the Organiser's website – [www.sdacford.com.my](http://www.sdacford.com.my). By submitting the participant's personal data, consent is given to the Organiser and/or its authorised agents to use this data for the purpose of present and future marketing and promotional purposes and to improve its products and services. The Participant may revoke his or her consent to the processing of his/her personal data by sending an email to the

Organiser as stated below and by doing so, the Participant withdraws his or her participation from this Campaign.

## **8. Additional Terms**

8.1 Participant(s) takes part in the Campaign entirely at his/her own risk. By participating the Campaign, participant(s) voluntarily assume all responsibility for any injury, damage, or death that may occur as a result of or in connection with the participation in the Campaign, redeeming and/or use of the prize,

8.2 Participant(s) and winner(s) shall comply with all applicable laws, by-laws, regulations and/or guideline in participating the Campaign, redeeming and/or use of the prize including but not limited to all road traffic rules and regulations. Each participant(s) and/or winner(s) shall fully indemnify and hold the Organiser harmless from and against any loss, damage, liabilities (including road traffic offences), costs and expense (including legal fees), whether direct or indirect, which the Organiser incurs in respect of, in connection with and/or arising from any non-compliance with the applicable laws, by-laws, regulations and/or guidelines by the participant(s) and/or winner(s).

8.3 By entering this Campaign, the eligible participants agree to release and hold the Organiser, its holding company, its holding companies' and its subsidiaries, related, associated companies and the directors, officers, employees, consultants, agents and any other entity(ies) associated with marketing this Campaign free from any and all claims, liabilities, injuries, losses, damages and/or costs arising out of, or in connection with the Campaign. In no event shall the Organiser, its holding company, its holding companies' and its subsidiaries, related, associated companies and the directors, officers, employees, consultants, agents and any other entity associated with marketing this Campaign be liable for any losses and/or damages including, without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if the Organiser has been advised of the possibility of such damages in advance, and such damages are expressly excluded.

8.4 By participating in the Campaign, the participant(s) agrees to be bound by these Terms and Conditions, any other terms and conditions that the Organiser may issue from time to time and all decisions made by the Organiser. The decision of the Organiser on all matters relating to, in connection with or with regards to the Campaign is final and absolute. No correspondence will be entertained.

8.5 The Organiser does not warrant that the Campaign shall be uninterrupted and/or error free. By participating in the Campaign, the participant hereby irrevocably and unconditionally agrees and acknowledges that the Organiser shall not be held liable in any way or manner whatsoever for any loss, claims, damages, liabilities, actions,

costs and expense arising out of or in connection with the Campaign including but not limited to the participant's participation or non-participation in the Campaign and/or the winner's use of any prize. The Organiser shall not be held responsible for any error, omission, interruption, deletion, defect, delay, failure in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet and/or telecommunication services.

- 8.6 Only participants who have fulfilled the Terms and Conditions herein shall be eligible to win the prize. The Organiser reserves the sole and absolute right to disqualify participants who have failed to fulfil any of the Terms and Conditions and/or participants who have submitted false, untrue, misleading, incomplete or inaccurate entries or information in the Campaign, without prior notice.
- 8.7 The Organiser reserves the right at its sole and absolute discretion to amend, delete and/or add to the Terms and Conditions at any time or from time to time without assigning any reasons and/or prior notice.
- 8.8 The Organiser reserves the right at its sole and absolute discretion to cancel or terminate the Campaign at any time for whatever reason without giving any prior notice and without liability, no compensation in cash or in kind shall be given.
- 8.9 A participant shall fully indemnify and hold the Organiser harmless from and against any loss, damage, liability, costs and expense (including legal fees), whether direct or indirect, which the Organiser incurs in respect of, in connection with and/or arising from the breach of any of these Terms and Conditions, in participation of the Campaign, in redeeming and/or use of the prize.
- 8.10 The Terms and Conditions of this Campaign shall be governed by, and construed in accordance with the laws of Malaysia. By participating in the Campaign, the participant hereby consents to the exclusive jurisdiction of the courts of Malaysia.

[The remainder of this page has been intentionally left blank]