



## **GENERAL TERMS AND CONDITIONS FOR THE “EID-DEAL MUBARAK DRIVE & WIN” CAMPAIGN**

### **Campaign Period**

The **Eid-Deal Mubarak Drive & Win Campaign** is organized by Edaran Otomobil Nasional Berhad (Registration No: 198401007251 (119767-X) hereinafter referred to as “**EON or The Company**” and subject to the following terms and conditions.

The **Eid-Deal Mubarak Drive & Win Campaign** shall commence from **01 March 2023 – 30 April 2023**, both dates inclusive (hereinafter referred to as the “Campaign Period”). **EON** reserves the right to change the commencement date and expiry date of the Campaign period with a reasonable notice period.

### **Eligibility**

The Campaign is open to **EON**'s new and existing customers who fulfill the following criteria (hereinafter referred to as “Eligible Customers or Participants”)

- Who register a new Proton Exora/ Proton X70 / Proton X50 model from any **PROTON EON outlets** in the month of March and April; and
- Who are Malaysian citizens or permanent residents of Malaysia

### **Prizes**

- The Prizes (“Prize” and “Prizes”) are as follows:

<b>Prize</b>	<b>Description</b>	<b>Number of winners</b>
Grand Prize	<b>Apple 10.9-inch iPad (10<sup>th</sup> Generation)-Silver-Wi-Fi + Cellular/64GB Storage)</b>	<b>1</b>
1 <sup>st</sup> Prize	<b>Habib 5g 999.9 Gold Bar</b>	<b>1</b>
2 <sup>nd</sup> Prize	<b>Dyson V8 Slim Fluffy Vacuum</b>	<b>1</b>

- a) Winners will be selected via a system-generated random draw at EON HQ office by 1<sup>st</sup> week of May 2023.
- b) Winners will be notified via mobile number, SMS or email, as per the vehicle invoice.
- c) In the event that EON is unable to contact any of the winners within 5 working days for whatsoever reason, the Prize of that particular winner will be forfeited at the sole discretion of EON. No alternatives will be offered.

### **Publicity**

**EON** may use the Participants' entries, including without limitation, photos, drawings, text and any other content or information for purposes of the Campaign (collectively the “Materials”), and the Participants' name, and/or likeness, for advertising, publicity and promotion of any goods or services of **EON**, for an unlimited time throughout the world without compensation and in any media.

### **Indemnity**

Each Participant agrees to indemnify, release and hold harmless the Company, its holding, subsidiary or related companies as defined in the Companies Act 2016, directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participants' participation in the Campaign, acceptance of any Gift, and/or the use of the Participants' entry and/or likeness in connection with the Campaign or violation of the Terms and Conditions.

**EON**'s decision on all matters in relation to the Eid-Deal Mubarak Drive & Win Campaign or in the event of any dispute shall be final and binding and no correspondence or appeals shall be entertained.

**EON** reserves the right to cancel, terminate or suspend the Eid-Deal Mubarak Drive & Win Campaign with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by **EON** of the Eid-Deal Mubarak Drive & Win Campaign shall not entitle any party to any claim or compensation against **EON** for any and all losses or damage suffered or incurred by any party as a direct or indirect result of the act of cancellation, termination or suspension

**EON** reserves the right at its absolute discretion to amend, delete or add to any of the Eid-Deal Mubarak Drive & Win Campaign Terms and Conditions from time to time without prior notice.

### **Other Conditions**

a) By participating in the Campaign, the Participants are deemed to have read, understood and agreed to be bound by the terms and conditions stated herein.

b) The grand prize is not transferable or redeemable or exchangeable for cash or credit of any kind. The Participant is only entitled to one prize during the Campaign Period.

c) To the fullest extent permitted by law, **EON** expressly excludes and disclaims any representations, warranties, or endorsements express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the grand prize.

d) Any enquiries and complaints directly and solely in relation to the grand prize must be referred to the merchant's customer service center or on the label of the merchandise(s) or its customer service representatives. **EON** shall not be bound to deal with any enquiries and complaints in respect of the Gift and shall bear no responsibility for resolving such disputes or for the dispute itself.

e) Any and all decision made by **EON** in relation to every aspect of the Campaign, shall be final and conclusive. Any subsequent correspondences, protest, appeals or enquiries will not be entertained.

f) **EON** shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Campaign. Furthermore, the Company shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Company.

g) **EON** reserves the right to cancel, terminate or suspend the Campaign upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Campaign shall not entitle any of the Eligible Customers and/or Participants to any claim or compensation against the Company for any losses or damages suffered or incurred by the Eligible Customers and/or Participants as a direct or indirect result of the act of cancellation, termination or suspension.

h) **EON** reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the Terms and Conditions herein. Notification to the Eligible Customers and/or Participants in respect of the Amendment shall be effected at **EON's** absolute discretion through any one of the following means of communication, namely, by ordinary mail or email to the Eligible Customers' and/or Participants' last known address or registered email address with the Company or by effecting an advertisement regarding the Amendment in one newspaper of the Company's choice, or via the Company's website or by any other means of notification which the Company may select, and the Amendment shall be deemed as binding on the Eligible Customers and/or Participants as from the date of notification of the Amendment or from such other date as may be specified by **EON** in the notification.

i) The Participants acknowledge, understand and agree that their details may be shared by **EON** for the purposes of the Campaign. Any Participants' information or personal data ("Personal Data") provided by the Participants to **EON** in connection with the Campaign shall be kept confidential except to any activities mentioned thereto. **EON** shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participants' Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010)