

“TOYOTA MERIT LUCKY DRAW”

Terms and Conditions

A. General

This **“TOYOTA MERIT LUCKY DRAW”** contest (hereby known as “The Contest”) is organised by UMW Toyota Motor Sdn Bhd (Company No. 60576-K) (hereby known as “the Organiser”).

The Contest begins on Thursday, 8 July 2021, 8:00 PM (Malaysian time) and ends on Thursday, 8 July 2021, 5:00 PM (Malaysian time).

The Contest is subject to the terms and conditions stated herein and the Organiser reserves the right to vary, add, modify and/or alter these terms and conditions as and when it deems fit. Such variations may be communicated through modes of communication deemed suitable by the Organiser.

By participating in the Contest, the participant declares that he/she has read and understood the terms and conditions herein and agrees to be bound by them.

B. Eligibility

The contest is open to:

- i. All Toyota Merit Owners of Private Individuals Registration only, and
- ii. Are Malaysians holding a valid MyKad; or
- iii. Foreigners residing and working in Malaysia with a valid working pass; and
- iv. Customer must be an Active Merit member who still sent (a minimum of one service maintenance) for servicing their vehicle(s) to any authorised Toyota service outlet for service between year 2019 or 2020; and
- v. Each customer is entitled for one (1) entry only and tag to one (1) customer ID.
- vi. The contest is not open to employees involved or act on behalf of the Organiser, and their immediate family members, advertising companies, its agents or anyone else connected to the administration and execution of the Contest.

However, the contest is applicable to All other UMWT staff (except those mentioned in item (B.vi.)) and their family members who fulfilled the criteria from (B.i-v.).

C. Contest Mechanics - How to Participate

- i. All Active Merit customer who meet the eligibility criteria is automatically eligible to participate in this contest and to register their participation by means of the link given at the website as stated in the communication on the Lucky Draw announcement;
- ii. ONLY customers that fulfilled all the above criteria will automatically qualify for this contest.

Determination of Winners

1. A total of 3 winners will be selected with 3 additional to back-up in case of any unforeseen circumstances.
2. Each participant will only be allowed to win once throughout the Contest Period.
3. All winners will be selected based on the criteria set by the Organizer.
4. A panel of observers comprising from the Organiser's team and auditors will observe the draw process.
5. The decision in determining and selecting the winners for this Contest is final. No appeal via correspondence or attempts to appeal, review, dispute of such decision shall be entertained.

The Organiser shall have the sole and absolute discretion to disqualify any inappropriate submission(s) and/or any submission(s), which fails to comply with the Terms and Conditions, stated herein.

E. Prize

1. The 3 Winners for the Contest will receive Grand prize each (1 x Vios 1.5G).
2. The Winners will be contacted via email or a phone call from UMW Toyota Motor Sdn. Bhd.
3. Prizes are strictly non-transferable and non-redeemable for cash.
4. To redeem the Prize, Winners are required to response to the email or phone call on winner announcement within three (3) working days with the following details:
 - a. Full Name (as per IC)
 - b. Contact Number
 - c. Identification Card Number
 - d. House Mailing Address
5. The Organiser will arrange for a handover event for the prizes to the respective winners according to the details provided. Winners will be notified on the details of the event within 30 to 60 days after the winner announcement is made.
6. Other than the provision of the Prize, all costs, charges, fees and/or expenses of whatsoever nature that is associated with the Contest and/or the Prize shall be the sole responsibility of the Winners and the participants.
7. Winners will be required to response to the email or phone call on winner announcement within three (3) working days with details specified in clause (3) above. Failure to do so will resulted in the Organiser irrevocably forfeit the prize and select another winner without being liable or responsible to the Winner in any manner whatsoever.
8. The Organiser reserves the right to use any other mode or medium that it deems fit at its sole and absolute discretion for the purpose of announcing the Winner, contacting the Winner, verifying the identity of the Winner and delivering the Prize.

9. The Prize is accepted entirely at the risk of the Winner and the Organiser excludes itself from any express or implied warranties in connection with the Prize to the extent permitted by law.

10. The Prize is not exchangeable or redeemable for cash or any other item and cannot be resold or offered for resale. Unless otherwise approved by the Organiser in writing, the Prize is not transferable. If the Winner chooses not to accept the Prize for any reason, there will be no compensation offered.

11. However, the Organiser may at any time at its sole and absolute discretion substitute the Prize with other items of an equal or similar value with or without conditions.

F. Other Terms and Conditions

For the purposes of this Section herein, “participant” or “participants” shall also include the Winner.

1. The Organiser may at its sole and absolute discretion disqualify any participant and/or revoke the Prize at any time, where:

- i. The participant fails to comply with the terms and conditions stated herein;
- ii. The participant attempts to undermine the operation and administration of the Contest by fraud, cheating or deception;
- iii. The participant fails to provide accurate, complete, valid, identifiable and/or truthful information during participation and/or at any stage of this Contest.

2. The participant shall not engage in any conduct that directly or indirectly brings the Organiser or the persons managing the Contest in a state of disrepute.

3. The user of ‘aliases’ shall be considered as form of deception and is prohibited.

4. In the event that the Contest is cancelled, postponed and/or abandoned for any reason, the Organiser without being subject to any form of liability and at its sole and absolute discretion may or may not choose to substitute prize with other item(s) of an equal or similar value with or without conditions. In such an event, the Organiser shall not be liable and/or responsible in any manner whatsoever for any form of claim and/or liabilities howsoever arising whether direct, indirect or otherwise.

5. In the event that this Contest cannot be administered and/or is abandoned and/or cancelled and/or discontinued due to any reason, the Organiser, without being subject to any form of liability and at its sole and absolute discretion, may decide to cancel, terminate, modify, or suspend the Contest and/or invalidate any entries for this Contest without assigning any reasons thereto and without notice to the participants.

6. The protection of personal data is an important concern to UMW Toyota Motor Sdn Bhd (“UMWT”). Any personal data collected during registration for participation in the Contest and/or during the Contest will be processed in accordance with the Personal Data Protection Notice of UMWT as available for viewing at <http://www.toyota.com.my/terms.html> (“PDP Notice”). By the participant submitting his/her personal data to UMWT for this Contest, the participant hereby consents to UMWT processing his/her personal data according to the PDP Notice.

7. By accepting the prize in this Contest, the participants hereby consent to UMWT to participate, use, publish, exhibit and display participant's submissions, name, the last four digits of their Identification Card Number, image and comments in any nature or form for documentation, advertising and promotional purpose in any form of media and any reasonable manner it sees fit without additional compensation. The participants are not eligible to claim any proprietary right thereto.

8. The Organiser may at its sole and absolute discretion prohibit participation by any participant and/or Winner who in any manner whatsoever disrupts, tampers and/or engages in improper conduct that affects the Contest and/or the administration of the Contest and/or breaches any of the terms and conditions stipulated herein.

9. By participating in this Contest, the participant agrees that the Organiser reserves the right to disclose the participants and representatives personal data in the event the Organiser believes that such disclosure is necessary to identify, contact or bring legal action against an individual who might cause or may be causing damage to or interfere (whether intentionally or otherwise) with the Contest and/or UMWT and/or any other third party's rights or property which could be harmed by such activities. The Organiser may also disclose the personal data of the participants and the representatives if required to do so by a court of law or other relevant body.

10. The participants agree that the Organiser and its related and/or associated companies shall not be liable to the participants and/or any other party in any manner whatsoever for any form of liabilities, losses, claims and/or damages howsoever arising in connection with the Contest or otherwise.

11. The Organiser's decisions on all matters relating to the Contest (including the selection of the Winner and the manner of administration of the Contest) shall be final, absolute and binding on the participants. No correspondences, enquiries, appeals, challenge, or discussion in respect to any decision or determination made by the Organiser will be entertained.

12. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.

13. The Organiser hereby disclaims and shall not be held liable for any claims and liability howsoever arising from personal injuries, medical conditions and damage to property originating from the acceptance of the Prize and the Winner shall hold the Organiser harmless from any such claims.