

## **TERMS & CONDITIONS FOR THE MICHELIN BRAKE SYSTEM SERVICE KIT PROMOTION (The “Promotion”)**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) BEFORE ENTERING THIS PROMOTION. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MICHELIN MALAYSIA SDN BHD (“**MICHELIN**”) ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS PROMOTION. BY ENTERING THIS PROMOTION, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

- 1. Organiser. The Promotion is organised by Michelin Malaysia Sdn Bhd (“Organiser”).**
- 2. Promotion Period:**
  - Promotion Period (“**Promotion Period**”): 15<sup>th</sup> October to 15<sup>th</sup> November 2019.
- 3. Eligibility.**
  - 3.1. General Eligibility Requirements**
    - All residents of Malaysia aged 18 years and above as of 15<sup>th</sup> October 2019 are eligible to participate in the Promotion.
    - Only individuals are eligible to participate in the Promotion. Groups, organisations and company entries are **not eligible**.
  - 3.2. Not eligible**
    - The following are not eligible to participate in the Promotion:
      - Employees of MICHELIN and its related corporations and their immediate family members.
      - Employees of any party which is directly involved in organising, promoting or conducting the Promotion.
  - 3.3. Eligible Products**
    - For the purpose of this Promotion, any MICHELIN passenger car, SUV, or commercial/light truck tyre models are individually referred to as “**Eligible MICHELIN Product**”.
- 4. Promotion Specifics.**
  - 4.1.** In order to participate in the Promotion, you must purchase any Eligible MICHELIN Product from any participating authorised MICHELIN dealers.
  - 4.2.** The Eligible MICHELIN Product must be purchased within the Promotion Period as indicated in the proof of purchase.
  - 4.3.** Subject always to Clause 4.4 and Clause 5 with a minimum purchase of two (2) units of any Eligible MICHELIN Product with a tyre size of 16” and above, you are entitled to one (1) free Brake System Service Kit.
  - 4.4. Promotion Eligibility**
    - 4.4.1.** You will qualify for the redemption of one (1) free Brake System Service Kit, if you purchase a minimum of two (2) units of the Eligible MICHELIN Product with a tyre size of 16” and above.
    - 4.4.2.** The purchase of the Eligible MICHELIN Product must be made in a single invoice or receipt.
  - 4.5.** The application of the Brake Service System Kit is subject to additional labor charges.
  - 4.6.** This Promotion is not valid in conjunction with any other on-going promotions and contests, offer and/or discounts, unless otherwise stated.
- 5. Gifts.**

### **Redemption Gift**

- 5.1. Gift is given strictly on a first-come, first-served basis, and while stocks last only.
- 5.2. The Gift will be determined as follows:

<b>FREE Gift</b>	<b>With a minimum purchase of</b>
1x Brake System Service Kit	2x MICHELIN Tyres 16" and above

### **6. Claiming a Gift.**

- 6.1. The Gift is to be redeemed instantly from the authorised Michelin Expert Centre / TYREPLUS dealer at the point of purchase.
  - 6.2. Each dealer has been allocated a fixed quantity of the Gift. You may check with the dealer if the Gift is still available for redemption.
  - 6.3. MICHELIN will not be responsible for any dealers should the Gift be fully redeemed. No request of replenishment, or replacement of Gift will be entertained.
7. Goods as Gifts. Where the Gifts under the Promotion are items/goods, they shall be subject to availability and may not be substituted for cash. MICHELIN reserves the right to offer alternative Gifts of similar monetary value, without prior notice. If Gifts involve manufactured items, they shall be subject to the manufacturer's terms and conditions for warranty, service and maintenance, and MICHELIN does not accept any responsibility for them. In particular, Gifts are provided by MICHELIN "AS IS" without warranties of any kind, including warranties of merchantability, satisfactory quality, non-infringement of intellectual property, or fitness for any particular purpose.
  8. Taxes, etc. Taxes and other levies imposed by any relevant applicable government or tax authority, as well as other costs including insurance and incidental costs, that may be levied or incurred on the Gifts shall be fully borne by the Customer.
  9. MICHELIN, its related and associated companies, and its agencies and companies associated with this Promotion disclaim any and all liability arising from this Promotion and will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) resulting from their participation in this Promotion, submission and/or usage of the Gift(s), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Customer undertakes that they shall not bring any claims or actions against MICHELIN or its related and associated companies arising out of the operation of the Promotion, whether in contract, tort or otherwise.
  10. MICHELIN's decision is final and binding. In the event of any dispute arising from the Promotion, or relating to the interpretation of these Terms and Conditions, the decision of MICHELIN on all matters pertaining to the Promotion shall be final and binding on all parties. No correspondence will be entertained.
  11. No dishonesty tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in the sole and absolute discretion of MICHELIN, you will immediately be disqualified from the Promotion. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Promotion sites (if any), participating in the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of MICHELIN's websites or the Promotion sites (if any), attempting to disrupt any portion of the Promotion, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

**ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF MICHELIN'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, MICHELIN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 12.** No waiver. MICHELIN's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
- 13.** Modification of these Terms and Conditions, etc. MICHELIN may modify these Terms and Conditions and/or withdraw or terminate the Promotion at any stage without any liability towards anyone.
- 14.** All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
- 15.** Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
- 16.** Laws. The Promotion shall be governed by and interpreted in accordance with the laws of Malaysia. The Promotion is void where prohibited or restricted by law, and is subject to all applicable laws.