



## The Extraordinary Test-Drive Contest

### TERMS & CONDITIONS

#### A. General

1. The Extraordinary Test-Drive Contest (hereinafter referred to as 'Contest') is organised by TC Subaru Sdn Bhd (Company No: 600193-M). (hereinafter referred to as the 'Organiser').
2. The Contest commences on 20<sup>th</sup> September 2021 (Monday), 9:00AM and ends on 31<sup>st</sup> Dec 2021 (Friday), 11:45PM (hereinafter referred to as the "Contest Period"). The registration and test drive must be completed within the Contest Period.
3. 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.
4. By participating in the Contest, the participant declares that he / she is deemed to have read, understood, agreed and accepted the terms and conditions herein and agrees to be bound by the same.

#### B. Eligibility

1. The Contest is open to (i) all individual (Private Individual) (ii) aged 18 and above with valid driving license; and (iii) is a holder of a Malaysian Identification Card or (iv) expatriates or holding valid working pass in Malaysia at the time of participation.
2. The Contest is not open to members or employees or immediate family members of the Organiser and its related and/ or associated companies, advertising companies, its agents or anyone else connected to the administration and execution of the Contest.

#### C. Mechanics

1. To participate in the Contest, the participant shall take the following steps:
  - a. Participant will need to schedule a test-drive via Subaru Asia website (<https://www.subaru.asia/my/en/promotions/sales/411/forester-extraordinary/>) or (<https://www.subaru.asia/my/en/promotions/sales/410/xv-gt-bold/>) or walk-in to any Subaru showroom in Malaysia during the contest Period.
  - b. Proceed with the test drive within the Contest Period.
  - c. Take a video of their test drive experience with the XV or the Forester in his/her preferred language of either English, Bahasa Malaysia or Chinese or a photo with the XV or the Forester after their test-drive.
  - d. The video or photo must be shot during their visit to any Subaru showroom in Malaysia from September – December 2021.

- e. Upload and post the video or photo together with a short caption sharing his/her test-drive experience on their personal Facebook account and tag @subaruasiamy and #SubaruTestDrive
  - f. Set his/her Facebook post to public.
  - g. Visit Subaru Asia website and click on (<https://bit.ly/3keuQ8u>) to fill up the Contest form.
  - h. Participant will need to fill in their name, mobile number, email address and home address and to ensure that all information submitted are valid and accurate.
  - i. Insert the link to his/her Facebook Post to the Contest form by the 30th/ 31<sup>st</sup> (the respective month's last day) of the month throughout the Contest Period.
2. Each Participant with the same IC number (for Malaysians) or passport number (for non-Malaysians), is allowed to submit or post as many videos or photos throughout the Contest Period.
  3. If any information submitted to the Contest site is found to be incomplete, misleading or inaccurate, the respective entry shall be deemed invalid.

#### D. Prize

1. Participants who have completed the Contest within the Contest Period will stand a chance to win either a "Special Prize" or a "Premium Prize".
2. Participants who only submits his/her test-drive video or photo will stand a chance to win a "Special Prize" while participants who submitted his/her test drive video or photo, booked and registered either a Subaru XV or Subaru Forester will stand a chance to win a "Premium Prize". The participant must hold the same IC number (for Malaysians) or passport number (for non-Malaysians) when submitting for test-drive, booking and registering the XV or Forester.
3. For participants who booked or registered the vehicle under his/her company must show proof that he/she is listed in the company business registration forms.
4. Twelve "Premium Prize" winners will be selected from a digital lucky draw every month from September – December 2021 and one hundred fifty "Special Prize" winners will be selected from a digital lucky draw every month from September- December 2021.

#### Premium Prize

Month	1st Prize	2 <sup>nd</sup> Prize	3 <sup>rd</sup> – 12 <sup>th</sup> Prize
17 – 30 September	1 x Apple iPhone 12	1 x PS5	10 x Subaru Watch
1 – 31 October	1 x Apple iPhone 12	1 x PS5	10 x Subaru Watch
1 – 30 November	1 x Apple iPhone 12	1 x PS5	10 x Subaru Watch
1 – 31 December	1 x Apple iPhone 12	1 x PS5	10 x Subaru Watch

## Special Prize

Month	Special Prizes
17 – 30 September	50 x Subaru Umbrella 50 x Subaru Water Bottle 50 x Subaru Hardcase
1 – 31 October	50 x Subaru Umbrella 50 x Subaru Water Bottle 50 x Subaru Hardcase
1 – 30 November	50 x Subaru Umbrella 50 x Subaru Water Bottle 50 x Subaru Hardcase
1 – 31 December	50 x Subaru Umbrella 50 x Subaru Water Bottle 50 x Subaru Hardcase

5. Participants are only entitled to win a maximum of Once throughout the entire Contest Period.
6. For the avoidance of doubt, the Winner is not allowed to choose their prize.
7. All prizes are on as is where is basis and non-exchangeable, non-transferable, and non-redeemable with any form of cash, merchandise, goods or services either in part or in full.
8. The Organiser reserves the right at its sole and absolute discretion to substitute all or any of the prizes with any other prizes of equal or similar value (in kind) at any time without prior notice and the Organiser makes no warranties or representation with respect to the Prizes and shall not be responsible nor liable for any issues and/ or damages thereto or arising therefrom.
9. The Winner of the Special Prize or Premium Prize will be contacted on their mobile phone number which was provided by the Winner in the application. In the event the Winner cannot be contacted over their mobile phone number via voice call for whatever reasons after three (3) attempts or fails to respond within three (3) business days of being notified or declines to accept the prize, the Organiser reserves its absolute right to irrevocably forfeit the prize and select another winner without being liable or responsible to the Winner in any manner whatsoever. In the event the winner fails to collect the prize within 14 days from the date being notified, the Organiser may forfeit the prize and deal with it at the organiser's discretion.

## E. Other Terms and Conditions

For the purposes of section E herein, "participant" shall also include the Winner.

1. The Organiser may at its sole and absolute discretion disqualify any participant and/or revoke the submission of the registration form online at any time, where:
  - a. The participant fails to comply with the terms and conditions stated herein.
  - b. The participant attempts to undermine the operation and administration of the Contest by fraud, cheating or deception.
  - c. The participant fails to provide accurate, complete, valid, identifiable and/or truthful information during participation, registration to participate and/or at any stage of this Contest.
2. The participant shall not engage in conduct that directly or indirectly bring the Organiser in a state of disrepute.
3. The Organiser may at its sole and absolute discretion prohibit participation by any participant who in any manner whatsoever disrupts, tampers and/or engages in improper conduct that affects the contest or the administration of the contest (including improper conduct during the test drive) and/or breaches any of the terms and conditions stipulated herein.
4. In the event 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 the 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 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. By the participant submitting his personal data online or otherwise during the Contest Period, the participant hereby consents and permit the same to be processed by the Organiser and disclosed, transferred to third party including but not limited to the Organiser's related and/or associated companies and/or service providers within or outside Malaysia. Participant may refer to our Privacy Policy as stated in [<https://www.subaru.asia/my/en/web/privacy.php>].
7. By participating in this Contest, the participant hereby consents and permits the Organiser and its related and/ or associated companies to use, publish, exhibit and display including but not limited to participant's name, the last four digits of their Identification Card Number, image (if any) and comments in any nature or form for documentation, advertising, promotional purpose or any other purposes in any form of media and any reasonable manner it sees fit within or outside Malaysia without compensation to the participant. The participant is not eligible to claim any proprietary right thereto.

8. The participant consents and agrees that his personal data may be forwarded and made known by the Organiser to its related and/ or associated companies without limitation.
9. By participating in this Contest, the participant agrees that the Organiser reserves the right to disclose and/ or divulge the participant's 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 the Organiser and its related and/ or associated companies 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 participant if required to do so by a court of law or other relevant body.
10. The Participant shall be fully responsible to the content of the videos **or photos** and shall not have any posting or content that include but not limited to post or content that are:
  - i. X- rated and promote sexually explicit materials;
  - ii. Promoting violence and discord;
  - iii. Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - iv. Promoting illegal or questionable activities;
  - v. Violating intellectual property rights or adopting post or content from any third party.
11. The Organiser reserves the right to request for immediate deletion of any unqualified post in the participant's Facebook.
12. By participating in this Contest, the participants represent that they are fully aware of the risks and hazards associated with the Contest. Further thereto, the participant assumes all risks and dangers incidental to the test drive, whether before, during or after the Contest and agree to release, discharge and hold harmless the Organiser, its affiliates, and their employees from all forms of claims for loss, damage and liabilities whatsoever irrespective of its nature or cause.
13. The participant agrees that the Organiser and its related and/or associated companies shall not be liable to the participant 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.
14. The Organiser's decisions on all matters relating to 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 shall be entertained.
15. Other than the value of the Prize, all costs, charges, fees and/ or expenses of whatsoever nature incurred by the participant that is associated with the Contest shall be the sole responsibility of the participant.

16. The Organiser does not guarantee that the link used to communicate is invulnerable to all security breaches nor does the Organiser make any warranty, guarantee or representation that the link is protected from all viruses, worms, trojan horses and other vulnerabilities. Organiser accept no liability for any direct, special, indirect or consequential loss or damages of any kind resulting from any viruses that may infect your mobile application, computer equipment or other property on account of your access in participating to this Contest. All such liability is excluded to the fullest extent permitted by law.
17. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.
18. Words importing the masculine gender shall include the feminine gender and neuter gender.
19. Words importing the singular number shall include the plural numbers and vice versa.