



# TERMS & CONDITIONS

## TERMS AND CONDITIONS OF "DRIVE MORE VIGUS PRO AND WIN BHPetrol VOUCHER" CONTEST

### SECTION A: Duration & Eligibility:

1. This **"DRIVE MORE VIGUS PRO AND WIN BHPetrol VOUCHER" ("Contest")** is organized by Angka-Tan Motor Sdn. Bhd. (Company No.: 198201006056 (085810-A)) **("Organizer")** and shall be held from 10th August 2023 at 12.00 a.m. to 31st December 2023 11.59 p.m. **("Contest Period")** subject to the terms and conditions contained hereunder **("Terms and Conditions")**.
2. This Contest is open to all Malaysian individual with a valid driving license who is aged **EIGHTEEN (18)** years old and above and must not be a bankrupt or subject to a pending bankruptcy proceeding **except for** the following persons:
  - (a) The existing employees of the Organizer (including its subsidiaries, its parent company i.e. Warisan TC Holdings Berhad **("WTCH")** and its related companies within the WTCH group);
  - (b) The Organizer's appointed dealers in respect of the Vehicles (as defined below), sales promotion agencies, advertising agencies, media agencies, creative agencies, printer suppliers (including its vendors and suppliers who are directly involved with this Contest); and
  - (c) The immediate family members of the persons referred to above.
3. For the avoidance of doubt, **"immediate family members"** shall mean children (including the adopted children), parents (including the step-parents and parents-in-law), spouses, brothers and sisters (including the step-brothers, brothers-in-law, step-sisters and the sisters-in-law).
4. By participating in this Contest, the participants have agreed to be bound by the Terms and Conditions of this Contest and any decision of the Organizer in relation to this Contest. The decision of the Organizer shall be final, conclusive and binding. No correspondence, enquiries, challenge, discussion, appeals or objections in respect of any decision or determination made by the Organizer for this Contest will be entertained.

### SECTION B: Contest Mechanics & Submission of Contest Entries:

6. To participate in this Contest, the participants shall **WITHIN AND DURING THE CONTEST PERIOD:-**
  - (a) have completed ONE (1) test drive of any JMC Vigus Pro model vehicle **("Vehicle")** from the Organizer or any one of the Organizer's authorized dealers **("JMC Test Drive Participant")**; and/or
    - (a.1) complete and answer all questions as set out by the Organizer **("Quiz")** together with their slogan in the contest form as set out in **APPENDIX A** herein **("Contest Form")**; and
    - (a.2) submit the duly completed Contest Form together with a photocopy of the Malaysia identity card and driving license to the Organizer or the Organizer's authorized dealers.
  - (b) have purchased ONE (1) unit of any JMC Vigus Pro model vehicle from the Organizer or any one of the Organizer's authorized dealers **("JMC Buyer Participant")**;
    - (b.1) register the Vehicle in the participant's name under private individual vehicle registration;
    - (b.2) complete and answer all questions as set out by the Organizer together with their slogan in the Contest Form; and
    - (b.3) submit the duly completed Contest Form together with a photocopy of the Vehicle's registration card and Malaysia identity card to the Organizer or the Organizer's authorized dealers as set out in **APPENDIX A** herein.
7. Any submission of the Contest Form after the Contest Period will not be entertained in any way.
8. Each participant shall be entitled to submit only ONE (1) Contest Form for Vehicle's test drive completed at each one (1) showroom. Each participant shall be entitled to submit only TEN (10) Contest Forms for each one (1) unit of Vehicle purchased during the Contest Period. Multiple entries are permitted; however, each participant shall be entitled to win **ONE (1)** prize only.

### SECTION C: Prize:

9. There shall be **ONLY SIXTEEN (16)** Winners **("Winner")** for this Contest.
10. The Winner will be entitled to either **BHPetrol Voucher** with value worth **RM2,000.00 ("Grand Prizes")** or **BHPetrol Voucher** with value worth **RM500.00 ("Special Prizes")** (Grand Prizes and Special Prizes shall hereinafter collectively referred to **"Prize(s)"**). Winner who is based in Sabah and Sarawak will be awarded with BHPetrol ePoints with the value worth RM2,000.
- Grand Prizes are open to the Winners who are also JMC Buyer Participants, whereas Special Prizes are open to the Winners who are either JMC Test Drive Participants or JMC Buyer Participants.
11. The Prizes are given on an "as is" basis.
12. The Organizer shall have its absolute right to determine the location for the redemption of the Prize(s) **("Prize Redemption Location")**.
13. The Winners must and undertake to adhere to the terms and conditions set by the Organizer or as notified by the Organizer in respect of the redemption of the Prizes. Failure by the Winners to redeem the Prizes due to any reason whatsoever within thirty (30) days from date of announcement of the Winners **("Stipulated Period")** shall be deemed to have forfeited the Prizes **("Forfeited Prizes")** and the Organizer reserves its absolute discretion to deal with the Forfeited Prizes as the Organizer deems fit without any prior notification to the Winners and the Organizer shall not be liable for any compensation to the Winner in respect of the Forfeited Prizes.
14. The Organizer reserves the right at its absolute discretion to substitute the Prizes with another prize of similar value at any time without prior notice to the participants. All Prizes are non-transferable, non-refundable and non-exchangeable for cash or for any other prizes.

### SECTION D: Winner Selection Process:

15. The Winners will be selected based on the participant who has the highest number of correctly answered questions for the Quiz and with the best slogan submitted in the Contest Form.
16. In the event that there is a tally among the highest number of correctly answered questions for the Quiz, the Winners shall be selected based on the best slogan by the Organizer at its sole discretion. The Organizer may judge the best slogan based on the creativity, originality, exclusiveness, relevance and/or any such other factors as the Organizer deems suitable.
17. The Winners will be notified via telephone at the number as provided in the Contest Form, wherein the Winner will be required to answer **THREE (3)** questions from the Organizer to verify his/her identity. Should the first attempt to call the Winner fails, (i.e. no reply, telephone number not in service or no connection etc.), another **THREE (3)** attempts will be made within the next **TWENTY-FOUR (24)** hours of the first telephone call. Where all such further attempts are unsuccessful or the Winner fails to verify his/her identity during the telephone call, the Organizer reserves the right to select the next participant as the Winner. The Organizer shall not be responsible for any inaccurate and/or incomplete details provided by the Winner in the Contest Form and shall not be held liable in the event that (i) the Winner fails to verify his/her identity for whatever reason; and/or (ii) the Winner cannot be contacted for whatever reason.
18. The Winners of this Contest will be announced in the following manner:  
The Winners of this Contest will be announced, at the Organizer's sole discretion, either through social media that includes Facebook, Instagram and/or conventional communication platform i.e. press release. All participants are responsible to keep a lookout for the aforementioned announcements in the said media/ platforms.

### SECTION E: Contest Prizes Redemption:

19. The Prizes must be claimed by the Winners in person at the Prizes Redemption Location within the Stipulated Period. The Winners shall produce his/her original Malaysian identity card and the official winner announcement letter issued by the Organizer **("Winner Announcement Letter")** for verification when claiming the Prizes.
20. Under special circumstances and subject to the absolute discretion of the Organizer, a Winner may nominate an authorized representative to collect the Prize on his/her behalf. The authorized representative shall be required to present the original written authorization letter signed by the Winner, the Winner Announcement Letter and a photocopy of Malaysian identity card of each the Winner and the original identity card of the authorized representative as proof when collecting the Prize on behalf of the Winner, and in this regard, the Organizer shall not be responsible for any consequences once the Prize is collected by the authorized representative of the Winner.
21. The Prizes, when accepted by the Winners, shall be entirely at the risk of the Winners. To the fullest extent permitted under the law, the Organizer hereby disclaims any and all express or implied warranties in connection with the Prizes and including without limitation, any implied warranty or merchantability or fitness for a particular purpose and implied warranties arising from the course of dealing or course of performance, personal injury, death, property damage and claims based on publicity rights, defamation, or invasion of privacy. The Winners shall liaise directly with BHPetrol Malaysia/ Boustead Petroleum Marketing Sdn Bhd (Company No: 196401000488 (5783-T)) on any matters related to the products and/or services purchased using the Prizes.
22. The participants and the Winners shall be solely responsible for all costs, charges, fees and/or expenses that they incur in relation to this Contest including transportation, accommodation, sustenance and any other costs in relation to the collection and redemption of the Prizes.

### SECTION F Personal Information of the Participants:

23. For the purpose of this Contest, the participants will be required to submit personal information including, without limitation, full name, address, telephone number, email address or other such information **("Personal Data")** to the Organizer.
24. The Organizer will collect and manage any Personal Data obtained from the participants in accordance with **Personal Data Protection Act 2010**.
25. The Organizer collects the Personal Data to (i) process the participant's contest entry(ies) for the purposes of this Contest; and (ii) communicate with the participants, for the purposes of this Contest. The Organizer may also use the Personal Data for direct marketing purposes.
26. By providing your Personal Data to the Organizer and participating in this Contest, the participant shall be deemed to have consented for his/her Personal Data being processed by the Organizer and/or its third party service provider and business partners to implement this Contest and agreed that the Organizer may take photos of the Winners and reserves the right to use the Winner's names, photographs and/or testimonial for purposes of publicity and/or advertising without further compensation and/or prior notice.
27. A participant has the right, at any time, to:
  - (a) withdraw his/her consent by notice for the use of the Personal Data;
  - (b) request for any correction/ update of the Personal Data; or
  - (c) raise any general queries regarding the use of his/her Personal Data;by contacting the Organizer via email at atm.marketing@warisantc.com.
28. Any withdrawal of the participant's consent for the use of his/her Personal Data for this Contest shall be made within the Contest Period. In such event, the participant shall be deemed to have withdrawn from this Contest.

### SECTION G: Governing Law and Jurisdiction:

29. The Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall subject to the exclusive jurisdiction of the courts in Malaysia.

### SECTION H: Other Terms & Conditions:

30. The Organizer reserves the right to, without prior notice, disqualify a participant, withdraw/ cancel any Prize won by the participant and/ or take any action it deems necessary against the said participant in the following circumstances:
  - (a) if the participant is found to be ineligible at any point of time during or after the Contest Period;
  - (b) if the participant failed to comply with any of the Terms and Conditions of this Contest;
  - (c) if the participant submitted incomplete, inaccurate or misleading information to the Organizer;
  - (d) if the participant is found or suspected to be tampering with this Contest or its entry submission process; and/or
  - (e) if the participant is found or suspected to be undermining the operation and administration of this Contest by fraud, cheating or deception.
- In such event, the participant shall indemnify the Organizer against all costs, expenses and losses arising out of the action taken by the Organizer under this clause.
32. The Organizer makes no guarantee of the error free and/or uninterrupted of this Contest and will not in any manner whatsoever be held responsible for any data loss, interruption, errors that may interfere with the ability to participate.
33. The Terms and Conditions are provided in English, Bahasa Malaysia and Chinese languages. In the event of any inconsistencies between the different language versions or ambiguities with any language or word used in any of the language version, the English version of the Terms and Conditions shall prevail.
34. The Organizer reserves the absolute right to change, amend, delete and/or add to the Terms and Conditions without prior notice and without assigning any reasons thereof and any such changes, amendments, deletions and/or additions shall be effective upon the posting of the revised Terms and Conditions of this Contest at [www.jmcmalaysia.com](http://www.jmcmalaysia.com) or the JMC Malaysia Facebook page. By participating and continuing to participate in this Contest, the participants agree to be bound by the Terms and Conditions including any such changes, amendments, deletions and/or additions as may be amended from time to time.
36. The Organizer shall not be liable for any losses and/or damages which may be suffered by the participants, Winners and/or any other party resulting from and/ or arising out of or in connection with this Contest and/or the Prizes given under this Contest.

### APPENDIX A

#### Contest Form



\*Price quoted is on-the-road price without insurance. Promotion validity until 31<sup>st</sup> December 2023. Only applicable to regular preventive maintenance performed by JMC Authorised Service Dealers. Only applicable to vehicle registered within the stated promotion period. Other terms apply. Angka-Tan Motor Sdn. Bhd. reserves the right to make any changes without notice concerning colours, equipment or specifications detailed in this brochure, or to discontinue individual models. The colours of vehicles delivered may differ slightly from those in this leaflet. The specifications vary for different countries depending on local market conditions. Please consult your local dealer to ensure that the vehicle delivered accords with your expectations.

\*At Selected TCEAS Service Centres Only. Terms & Condition Apply.

