

PEUGEOT Malaysia KL Fashion Week Test Drive and Win Campaign 2024 Terms and Conditions

Campaign period: 9th July – 27th July 2024

1. Campaign Overview:

The "PEUGEOT Malaysia Test Drive and Win KL Fashion Week campaign 2024" (hereinafter referred to as the "Campaign") is organized by PEUGEOT Malaysia (hereinafter referred to as the "Organizer"). This campaign invites participants to experience the PEUGEOT 408 through test drives at any PEUGEOT showroom, offering them a chance to win a pair of tickets to KL Fashion Week 2024 on 31st July 2024 or 2nd August 2024 only, at the selected timeslots.

1. 31st July 2024, 9PM – Kit Woo Show
2. 2nd Aug 2024, 12PM – Design to Sustain

2. Eligibility:

The Campaign is open to all Malaysian residents aged 18 years and above, possessing a valid Malaysian or International driver's license. Employees of PEUGEOT Malaysia or Stellantis Malaysia, its affiliates, agencies, and their immediate family members (spouse, parents, children, and siblings) and household members are not eligible to participate in the Campaign.

3. Campaign Period

The Campaign begins on 00:00:00 July 9th, 2024, and concludes on or before 23:59:59 July 27th, 2024. Any entries received outside the Campaign Period will be automatically disqualified. The Organizer reserves the right to modify, extend, or terminate the Campaign Period at its discretion without prior notice.

4. Campaign Mechanics

To participate, customers must book and complete a test drive of the Peugeot 408 during the Campaign Period after encountering a Digital Advertisement, Dealer Invite, or through Organic Walk-Ins. Upon completion of the test drive, PEUGEOT Sales Advisors ("SA") will provide participants with a QR code to enter the contest.

Participants must scan the QR code, which will direct them to an online form where they must provide the following information:

- Full Name
- Contact Number
- Response to "Tell us what you love about the alluring All-New 408."

5. Eligible Entries

Only complete entries that comply with the Terms and Conditions of the Contest ("Entries") will be accepted by the Organizer.

6. Entry Submissions

Each Participant can submit multiple entries from the visited PEUGEOT showroom(s). Participants must fill in all the given form fields, and clearly specify the showroom they visited in the form after the test drive.

7. Participant Data

Participants are required to submit their personal information such as full name, Identity Card number, and valid phone number for the purposes of information verification, Contest Entry validation and archiving, and for the purposes of Prize Fulfilment.

8. Winner Selection

100 winners will be selected in total through random selection by PEUGEOT Malaysia. For each of the shows scheduled on 31st July and 2nd August 2023, 50 winners will be chosen. Each pair of tickets will be allocated randomly, without prior assignment. Each winner can attend only one (1) of the shows. Winners are responsible for arranging their own attendance. Failure to attend the show will result in forfeiture of their tickets.

Winners selected must respond within 72-hours from the notification of their winning entry. Failure to do so will result in the forfeiture of the Participant and the opportunity to redeem the prize. The Organizer will not be responsible if the Winner cannot be contacted for any reason.

9. Notification of Winner(s)

The Organizer will announce the selected winners via social media accounts (PEUGEOT Malaysia Facebook or PEUGEOT Malaysia Instagram). Winners will be announced weekly. Participants are advised to check the announcement on PEUGEOT social media accounts.

Participants must contact PEUGEOT Malaysia via their official social media accounts (PEUGEOT Malaysia Facebook or PEUGEOT Malaysia Instagram) and send a direct message (DM) to notify the Organizer and claim their tickets.

The Organizer will request the winner's personal information for verification purposes. If the selected winner cannot be contacted, the organizer reserves the right to select the next eligible winner.

10. Prizes and Redemption

Each Winner selected will be entitled to redeem a pair (2 units) of KL Fashion Week e-invitations on selected dates: 31st July or 2nd August 2024 only. KL Fashion Week e-invitations will be presented to the winners through the winner's email address provided to the Organizer.

Winners are expected to arrive at the venue no later than 30 minutes prior to the event commencement. Upon arrival, winners must present their e-invitations and complete their registration at the event entrance.

All prizes claimed are subject to terms and conditions as stated in the acknowledgment letter/agreement/prize voucher. Prizes must be claimed within the specified period. The Organizer reserves the right to substitute the prize with another prize of equal value without any notice. Prizes cannot be exchanged for cash or transferred. All prizes provided by the Organizer are on an "as is" basis and are accepted by the Participant/Winner without any kind of warranty or guarantee, whether express or implied. If requested by the Organizer, Participants must complete a release and indemnity agreement, or a waiver and indemnity, in the form specified by the Organizer.

11. Prize Redemption Period

If Winners are required to physically redeem their prizes, then the Winners must redeem their prizes at the location and within the period specified by the Organizer ('Prize Redemption Period'). If Winners fail to claim their prizes (whether claiming the prize personally or through a representative nominated by the Winner) within the designated Prize Redemption Period, the Organizer reserves the right to withdraw the prize or award it to another participant/Winner.

12. Identity Verification

Winners must present their proof of identity for verification purposes. Winners who require a representative to claim the prize on their behalf must ensure that the representative submits a letter of authorization signed by the Winner, and this authorization letter must be attached along with copies of the Winner's proof of identity and the representative's proof of identity.

13. Prize Fulfilment

The Organizer reserves the right to determine the method of delivery or redemption of prizes, and the Organizer will not be liable for any difficulties, damages, or loss of prizes that occur during the delivery or redemption process.

14. Rights To Contest Entry Information and Verification Evidence

All entry information and any proof of purchase submitted by Participants in this Contest shall become the property of the Organizer. Where applicable, the copyrights and all intellectual property rights (including moral rights) existing in all Entries, proof of purchase, and other materials submitted or provided by Participants to the Organizer, including but not limited to digital or non-digital materials, shall vest in the Organizer.

Where another individual participates in the Contest on behalf of the Participant, the Participant hereby acknowledges that consent from that individual has been obtained, and all information provided is true.

15. Consent to Process Participant's Details

By participating in this Contest, Participants/Winners agree and consent to the Organizer's use of the Participant's/Winner's name, address, image, likeness, audio and/or video recordings, personal details, documents, and other information for advertising, marketing, publicity, prize fulfilment

and/or any other purposes, without prior notice and without providing any royalty or compensation to the Participant/winner.

The Participant/Winner hereby grants permission to the Organizer to the extent necessary under the law for the publication and use of the Participant's/Winner's name, address, image, likeness, audio and/or video recordings, personal details, documents, and other information. Participants/Winners shall not be entitled to claim ownership or any other form of compensation for such information.

16. Intellectual Property

The Organizer reserves the sole and absolute discretion to use and exploit intellectual property by any means or medium and in any manner and at any time deemed appropriate without first obtaining any permission or making any payments to the Participants and/or winners of this Contest and/or representatives.

17. Disqualification of Participant/Winner

The Organizer reserves the right to disqualify, at its sole discretion, any Participant/Winner who interferes with the mechanism, system, software of this Contest, or any other process related to this Contest.

The Organizer reserves the right to disqualify, at its sole discretion, any Participant and/or Entry found (at the Organizer's discretion) to be disrespectful or unsuitable for public view, or found or suspected to be cheating/hacking/disrupting the Contest submission process, operation of this Contest, or violating any of the Terms and Conditions of this Contest. The Organizer reserves the right to take legal action against any individual believed to be involved in fraudulent activities or any other activities detrimental to this Contest, the Organizer, or the Contest submission process.

18. General Terms:

The Organizer and all other parties involved in this Contest, including but not limited to directors, officers, and agents, shall not be liable in any way for the following:

- (i) Interference or disruption by unauthorized parties during this Contest; and/or
- (ii) Any form of technical disruptions and/or human errors in the management of the Contest and processing of Entries.
- (b) The Organizer reserves the right to amend the terms and conditions at its discretion without any prior notice. All decisions by the Organizer are final and any correspondence, appeals, complaints, or inquiries regarding such decisions will not be entertained.
- (c) The Organizer, agents, sponsors, and representatives shall not be liable to fulfill any of their obligations in relation to the Contest and these Terms and Conditions and Contest regulations if they are unable to do so due to circumstances beyond their control and shall not be responsible for compensating Participants in any way in such circumstances.

19. Additional Terms and Conditions

- (a) By participating in this Contest, you are deemed to have read, understood, and agreed that your personal data will be processed in accordance with the Privacy Notice as stated at <https://www.peugeot.com.my/tools/privacy-policy.html>.
- (b) Participants guarantee, acknowledge and agree that the submitted Entry information (including any photos, drawings, images, slogans, any other materials or creative works, including audio or video recordings) shall be original and not infringe upon any third party's rights and/or violate any copyright, patent, trademark, proprietary, personal, privacy, or moral rights of any third party.
- (c) Participant guarantee, acknowledge and agree that they waive and disregard or have obtained a waiver or disregard of all rights (including moral rights) from all individuals who have contributed to the creation of the Entry and policy (collectively "Contributors") entitled to be claimed by the Contributors and/or Participant, now or in the future, anywhere in the world.
- (d) Participants guarantee, acknowledge and agree that the Entry submitted by the participant does not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libelous statements or materials deemed to contravene the laws/offensive or potentially violate Malaysian laws or materials that may tarnish the image of the Organizer or cause the Organizer to be disgraced. Any violation of this clause shall give absolute discretion to the Organizer to remove and reject and/or delete any Entry or post immediately without prior notice.
- (e) Participants guarantee, acknowledges and agree that the Organizer has the sole right to use or exploit the participant's Entry or any part thereof in any and all forms of media through any and all methods or means worldwide for the full term of copyright including all renewals together with the right to grant others the authority to do so without the need to pay any additional compensation or royalties to the participant. For the avoidance of doubt, the Organizer has no obligation to use or exploit any part thereof.
- (f) Participants guarantees, acknowledges and agree that they will not use the Entry or any part thereof for purposes other than those specified in the Terms and Conditions. If the Entry or any part thereof is published or distributed or handled in any way without prior permission from the Organizer, the Organizer reserves the right, at its sole discretion, to disqualify the participant and/or revoke any prizes won and shall not be liable for any liability whatsoever towards them.
- (g) All rights and privileges granted herein to the Organizer cannot be revoked and are not subject to cancellation, restriction, or injunction under any and all circumstances. The Participant shall not under any circumstances be entitled to injunctive relief or to restrain or otherwise interfere with the organization of this Contest, the publication, distribution, exhibition, and/or exploitation of this Contest and/or any products based on and/or arising from this Contest.
- (h) The Organizer reserves the right at any time to modify, amend, delete, or add to the Terms and Conditions and other rules including the mechanisms of this Contest at its sole discretion.
- (i) Submission of an Entry does not guarantee that the participant will enter this Contest. The Organizer has absolute discretion to reject or refuse to accept the submission of Entries and the participation of participants for reasons including (but not limited to) if the Entry is incomplete or any provision of the Terms and Conditions is not complied with.
- (j) The Organizer reserves the right to disqualify and/or exclude participants and/or withdraw prizes (at any stage of the Contest) if:

- (i) The participant is not eligible or does not meet any eligibility criteria outlined in these Terms and Conditions; or
- (ii) The participant breaches these Terms and Conditions and other rules; or
- (iii) The participant violates any laws or regulations in force; or
- (iv) At the sole discretion of the Organizer, the Organizer believes that the Participant has attempted to undermine the conduct of this Contest through fraud, deception, or deceit.
- (v) If disqualification occurs after the prize has been awarded, the Organizer reserves the right to demand the return of the prize or payment of an equivalent value from the disqualified Participant.
- (k) While the Organizer will make every reasonable effort to conduct necessary checks regarding the eligibility of participants, failure to disqualify any ineligible participants shall not be deemed a waiver by the Organizer.
- (l) If applicable, cash prizes will be awarded to the winner in the form of a cheque. Cash prize winners are responsible for any and all taxes (if applicable) due to the giving or receiving of the prize and all related banking charges (including out-of-state cheque fees) imposed by the bank for clearing the cheque.
- (m) Participants shall not question or make any oral or written complaints, announcements, or public statements regarding this Contest either during or after the Contest Period.
- (n) If any term herein is invalid, illegal, or unenforceable, it shall not affect or impair the enforcement of the other terms and conditions of this Contest.
- (o) Unless stated otherwise, all transportation costs, internet charges, personal expenses, and/or any costs, fees, or any kind of expenditure incurred by the participant in relation to this Contest (whether for the purpose of entry, participation, or receiving any benefits or prizes from the Contest) or for the purpose of redeeming prizes or related travel are the sole responsibility of the Participant/Winner, and the Organizer, its affiliates, authorized agents, or agencies shall not bear any responsibility for these costs/charges/fees/expenditures.
- (p) The Organizer, its affiliates, authorized third parties, and associated agencies shall not be liable for any lost, damaged, delayed entries due to postal services, or caused by computer, IT, or any technological errors. Participants are responsible for ensuring their entries comply with all Contest rules and Terms and Conditions, and that their entries are received by the Organizer in the form required by the Organizer.
- (q) By participating in this Contest, all participants agree to release and indemnify the Organizer, its affiliates and agencies, and their employees, officers, directors, and representatives from any claims, losses, or damages arising out of or in connection with their participation in this Contest (including but not limited to, any errors in calculating any transactions, any damage or malfunction of any computer system or equipment), any activities related to this Contest, and the acceptance and/or use, misuse, or possession of any prizes awarded herein. All costs incurred by the participant in connection with and/or related to the Contest and prizes, including but not limited to, postage or Internet Service Provider (ISP) charges (if applicable), all transportation costs, accommodation communication charges, food costs, and other related expenses incurred by the Participant due to and/or in connection with their participation in the Contest, collection costs, and additional costs related to the prizes such as insurance costs, etc. shall be borne solely by the Participant. The

Organizer has no obligation to reimburse the Participant for any costs and expenses incurred by them.

(r) Participants acknowledge that their participation in this Contest is at their own risk.

(s) The Organizer, agents, sponsors, representatives, affiliates, directors, officers, and employees, agents, and assignees, shall not be liable to any Participant for:

(i) failure to win any prize in the Contest, defective prizes caused by negligence, actions and/or omissions, or misuse of the prize or any loss, damage, expenses, claims, liabilities, injuries, deaths, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the Participant's participation in the Contest, and/or the prizes awarded.

(ii) any delay and/or failure to receive and submit Contest Entries due to any network, communication, ISP, or system damage, disruption, and/or failure experienced by the Organizer's telecommunication service provider or Participant's, and/or caused by the participation or downloading steps of any material in the Contest.

(iii) any errors (including errors in notifying Contest Winners), omissions, disruptions, interruptions, outages, defects, delays in processing or delivery, communication line failures, theft, destruction, alteration, or unauthorized access to entries, or late or lost entries whether arising during processing or delivery due to server functions, viruses, malware, or other causes beyond the control of the Organizer.

20. Force Majeure

The Organizer, agents, sponsors, and representatives shall not be liable to fulfil any of their obligations in relation to the Contest and these Terms and Conditions and Contest regulations if they are unable to do so due to circumstances beyond their control and shall not be responsible for compensating Participants in any way in such circumstances.

21. Data Protection

The Organizer takes reasonable precautions to securely store participants' personal data and may require third-party data processors to do the same. Please note, however, that the Organizer may disclose participants' personal data if required to do so by law, or with a search warrant, subpoena, or court order.

22. Rights Transfer

The Organizer reserves the right to transfer any or all its rights and obligations under these Terms and Conditions to any of its affiliated companies at the sole discretion of the Organizer. Participants also agree that any authorization given in these Terms and Conditions to the Organizer shall extend to the affiliated companies of the Organizer, whereby Participants will be deemed to have also granted such authorization to the relevant affiliated companies of the Organizer.