



TERMS & CONDITIONS:

A. ORGANISER & CONTEST PERIOD

1. This Contest is organised by Chery Auto Malaysia Sdn. Bhd. (“the Organiser”).
2. Chery’s The Great Year End Lucky Draw (“the Contest”) will run from **1st December 2024 to 31st December 2024** (“Contest Period”). All entries submitted and/or received after the Contest Period will not be entertained. The Organiser reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice.

B. ENTRY ELIGIBILITY

1. This Contest is open to all Malaysian customers and foreigners who are 18 years of age and above and have valid identification document such as identity card or passport are eligible to participate in the Contest.
2. Shareholders, directors, officers, employees of the Organiser including authorised dealer network and their immediate family members (including but not limited to spouse, children, parents, siblings) are not eligible to participate in the Contest.

C. QUALIFYING CRITERIA

1. To Participate: Purchase any new model of Chery vehicle from any authorised Dealer’s showroom(s) and/or roadshow(s) during the Contest Period.
2. Data Entry: All vehicle booking and registration documentation must be submitted into the Customer Relations Management system (“CRM system”) by authorised Chery Dealer(s). The Organiser has the right to disqualify any incomplete, inaccurate and/or incorrect detail(s) submitted in the CRM system.
3. Restrictions: **ONLY ONE ENTRY PER PERSON.**
4. Late Submission: Any late and invalid entry will not be eligible to participate in this Contest. No appeals will be entertained.
5. Cancelled Booking(s): The Organiser has the right to reject any and all cancelled booking(s) which is/are not valid for participation in the Contest.

D. SELECTION OF WINNERS

1. Winners will be chosen through random draws from a pool of total eligible and qualified entries which will be carried out internally by the Organiser. Selected



Winners will be notified via telephone numbers provided. The Organiser reserves its right, at its absolute discretion change, revise, delay, postpone the draw and notification date without any prior notice.

2. If for any reason (e.g. no reply, telephone number provided is not in service, no network connection etc.), the shortlisted winners cannot be reached after three (3) attempts, the prize will be forfeited. The Organiser shall not be held liable in the event the winner cannot be contacted for whatever reasons. The Organiser shall have absolute discretion and reserves the right to select an alternate winner who will be subject to the same rules. For purposes of impartiality and avoidance of any disputes, all related telephone conversations may be monitored and recorded. Your continued participation in these telephone conversation(s) serves as express consent to be monitored and recorded.
3. Each participant is entitled to win only one (1) prize throughout the Contest Period, irrespective of the number of entries collected by the Organiser.
4. The Organiser shall notify the winners not later than three (3) months from the last date of the Contest Period and the Organiser shall announce and publish the names of the winners on the Organiser's website(s).
5. All decisions made by the Organiser in relation to the Contest including but not limited to the shortlisting, selection of winners and forfeiture of the prizes is final and conclusive. No further correspondence, queries or appeals will be entertained.

E. PRIZES

1. The prizes for this Contest are:
 - Grand Prize: 1 x Chery Omoda 5 (C) – excludes car registration fee, car plate number, road tax and insurance cost
 - 1st Prize: 2 x KitchenAid Mixer Tilt-Head 4.8L
 - 2nd Prize: 3 x Dyson V8 Slim™ Fluffy+
 - 3rd Prize: 4 x Nintendo Switch
 - 4th Prize: 5 x Le Creuset EOS Sauce Pan Cerise 14cm
 - Consolation Prize: 20 x RM100 Shopping Voucher
2. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the prizes requested by the Customers will be permitted.



3. The Organiser reserves the right to substitute or replace the prizes offered in this Contest with a similar valued price with the prize with another item of similar value without prior notice.

F. PRIZES COLLECTION

1. The prizes are subject to the terms and conditions as stipulated by the supplier or vendors. To the fullest extent permitted by law, the Organiser and their authorised dealers exclude their responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the prizes, details or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third-party suppliers or vendors.
2. Winners are required to collect their prizes within one (1) month from the date of notification. Failure to do so will result in forfeiture and no refund will be given for any unclaimed prizes. A replacement winner will be selected at the absolute discretion of the Organiser.
3. The winners must present their original NRIC/Passport and other supporting document as requested by the Organiser from time to time to claim the prize for verification purpose. Grand prize, first prize, second prize, third prize and fourth prize winners are compulsory to attend the prize giving ceremony to collect the prizes. Consolation prizes will be sent to the winners via courier service within one (1) month from the date of post winner announcements. The cost for delivery or courier service will be borne by the Organiser for this Contest.
4. Winners must take the prizes as it is. All prizes are not transferable, non-refundable and non-exchangeable for cash. The Organiser will not entertain any complaints on the quality and quantity of the prizes after handing the prize to each winner.
5. The Organiser shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any additional cost(s) (i.e. travel expenses) involved to claim or collect the prizes shall be borne by the winners.
6. The Organiser reserves the rights to postpone the pre-determined date and venue of the prizes collection at a later date which shall be notified by the Organiser to the winners in case of any unforeseen circumstances.
7. Visual(s) of the prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual colour of the prizes.
8. Prizes collection are subject to availability of the prizes and it will be informed by the Organiser from time to time.



G. GENERAL TERMS

1. By participating in this Contest, the Customers agree to release the Organiser, their representatives, employees, directors, officers, authorised dealers, affiliates, parent and subsidiaries from any liability, losses, damages, rights, injuries and any kind of claims in connection with the Contest and actions resulting from the acceptance, possession, use or misuse of the prizes, or any prizes-related activities taking into account, without limitation, personal injury, death, property damage and any claims based on publicity rights, defamation or invasion of privacy.
2. Participation in the Contest constitutes the participants' full and unconditional agreement to the acceptance of all terms and conditions including any revisions/amendments/decisions made by the Organiser at their absolute discretion without any prior notice.
3. To the fullest extent permitted by applicable laws in Malaysia, the Organiser offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Contest, the prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the prizes. For the avoidance of doubt, the Organiser is the sole party responsible for the prizes, organizing and implementation of the Contest. Any queries relating to the Contest should be made directly to the Organiser only.
4. The Organiser is entitled to amend, vary, delete or add to any of these Contest Terms and Conditions and/or substitute or replace the prizes (Clause E above) offered in this Contest with a similar valued prize and/or to modify, cancel, terminate or suspend the Contest at any time without prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Customers as a result of the above. The Customers are advice to periodically check for updates of this Contest's Terms and Conditions at the Organiser's website(s).
5. The Organiser is not responsible or liable for late and/or lost entries due to Internet, network and/or any other technical issues. Proof of sending is not proof of receipt.
6. The Organiser has the right to reject for ineligible and/or invalid entries or entries made fraudulently.
7. The Organiser retains the rights to forfeit the selected winner(s) if any selected winner(s) has breached any of the Terms and Conditions mentioned hereto. The Organiser reserves the rights to disqualify counterfeit entries, or entries suspected of being counterfeit at any time during the Contest Period.
8. The Organiser reserves the right to cancel this contest at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.
9. The Organiser reserves the right to cancel or award the prize(s) to the winner(s) and companion(s) who is/are found to be under the influence of alcohol, drugs of any kind, behave(s) in an offensive, uncontrollable, disorderly manner that may tarnish the name



or the products/services of the Organiser or its affiliates, representatives and agencies associated in the Contest.

10. The Organiser will not be liable for taxes, if any, on the prize(s) and it will be the sole responsibility of the winner(s) to pay for the taxes.
11. Winners will be photographed and shall appear in a video shoot during the prize giving ceremony and the Organiser reserves the rights to post, publish, display information including but not limited to the names and any other details of the winners, photographs, videos of all winners for marketing, advertising, promotional, publicity purposes or in any manner it deems appropriate or necessary with no monetary payment and without prior notice.
12. The Organiser's decision is final. Any and all complaints and enquiries will not be entertained.
13. All decisions made in relation to the Contest shall be final, conclusive and binding.
14. The Organiser shall not be held responsible for any loss or damage arising from participation or acceptance of the prize.
15. In the event of a conflict in the interpretation of these Terms and Conditions and any translation of it in any language, the English version of these Terms and Conditions shall prevail.
16. The Organiser reserves the right to change any of the terms herein without any prior notice and the participants cannot content such changes.

The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

H. PRIVACY POLICY

1. By participating in the Contest, the Customers give their consent to and authorise the Organiser to collect, store, use, process their names, NRIC/Passport numbers and any other particulars ("Personal Data") for the purpose of running the Contest, including but not limited to announcing and publishing Personal Data and/or photos of the Customers at the Organiser's website for advertising, promotional and/or publicity purposes and in any manner it deems fit, appropriate and necessary with no compensation and without prior notice.
2. The Organiser may use a third-party service to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any other way that stated herein.
3. By participating in the Contest, the Customers give their consent to and authorise the Organiser or authorised dealers to collect their Personal Data on



their behalf from the Customers' bank for the purpose of running the Contest including but not limited to validating and shortlisting of the winners.

4. Under the laws of Malaysia including but not limited to Personal Data Protection Act 2010 (PDPA), the rights of the Customers include:
 - a. The rights to withdraw consent for the use of Personal Data at any time by contacting the Organiser at the email address mentioned below by providing the Organiser with the Customers' name and email address for removal of the said Personal Data;
 - b. The rights to obtain a copy of the Personal Data which the Organiser holds;
 - c. The rights to correct inaccurate Personal Data; and
 - d. The rights to give the Organiser declaration such as "by my participation in the Contest, I have read, agree, understand, acknowledge and give consent to the Organiser that all my personal information will be processed for the purpose of this Contest and to be used in future and in the manner as described above for promotional purposes without additional compensation and prior notice".