

TERMS & CONDITIONS

Ford Golden Drive Bonanza Campaign by Sime Darby Auto Connexion Sdn Bhd

1. Organiser

This **Ford Golden Drive Bonanza** Campaign ("Campaign") is organised by Sime Darby Auto Connexion Sdn. Bhd. (Registration No.: 198101002488 (68602-V)) ("Organiser").

2. Campaign Period

The Campaign will be held from **1st June 2025 at 10:00a.m. (GMT +8) to 30th September 2025 at 11:59p.m. (GMT+8)** ("Campaign Period"). The Organiser reserves the absolute right to amend the Campaign Period at any time without notice.

3. Eligibility

- 3.1 The Campaign is open to all individuals of Malaysian citizens residing in Malaysia aged eighteen (18) years old or above during the Campaign Period (as at 1st June 2025) only, subject to the terms and conditions herein, and the applicable laws of Malaysia, except for the following individuals who will not be eligible to participate:
- a) permanent and/or contract employees of the Organiser and their immediate family members (including spouse, children, parents and siblings);
 - b) employees, representatives, management, personnels and/or agents of the Organiser's authorised dealers, service providers (including media and advertising agencies, sales promotion agencies, suppliers and event management agencies) and their immediate family members; and
 - c) Affiliates of the Organiser, their permanent and/or contract employees and their immediate family members.
- 3.2 For the purposes of this Campaign, "Affiliate" means a company which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Organiser. The word 'control' means the direct or indirect ownership of an aggregate fifty per cent (50%) or more of voting capital.
- 3.3 If a participant is found to be ineligible at any point of time during or after the Campaign Period, the Organiser reserves the absolute right to disqualify the said participant and to withdraw and/or cancel any prize won by that participant, if any. The Organiser shall also reserve the right to take any action it deems necessary against the said participant in which case the said participant shall indemnify the Organiser for any and all claims, damages, losses, costs and expense which the Organiser may from time to time or at any time incurs, sustains or suffers in connection therewith.

4. How to participate in the Campaign?

- 4.1 To qualify for participation in the Campaign, the participant(s) must purchase a new Ford vehicle of any model/variant ("Ford Vehicle") from the Organiser at any of its authorised showroom in Malaysia during the Campaign Period.

- 4.2 The word “Purchase” as referred to in paragraph 4.1 above shall mean that the following criteria have been met/fulfilled:-
- a) the legal ownership of one (1) unit of the Ford Vehicle has been successfully registered in the name of the participant at Jabatan Pengangkutan Jalanraya of which the Ford Vehicle’s owner registration card has been issued to the participant;
 - b) the ownership of the Ford Vehicle has been entered into the Organiser’s electronic dealer management system (“EDMS”); and
 - c) the Ford Vehicle have been delivered to the participant during the Campaign Period.
- 4.3 Each participant is entitled to multiple entries throughout the Campaign Period if eligibility criteria are met and each participant is entitled to one (1) entry per newly purchased Ford Vehicle. The entry will be deemed null and void if the Ford Vehicle booking or purchase is cancelled or otherwise terminated or the Ford Vehicle is not delivered during the Campaign Period.
- 4.4 Entries must be submitted during the Campaign Period. Entries received prior to and/or after the Campaign Period will not be considered.
- 4.5 The Organiser reserves the right to reject, disqualify, and/or remove, in its absolute discretion, any participant from the Campaign without prior notification should the participant be suspected of tampering with his/her entry, breach any of the terms and conditions herein, or if his/her entry contains any false, untrue, misleading, incomplete, inaccurate, and/or invalid information.
- 4.6 The Organiser shall not be responsible for any technical, network and/or application failure, malfunction, interruption and/or delay. Entries that are incomplete, unreadable and/or ineligible due to technical reason as aforesaid or whatsoever reason, will not be entertained and will be disqualified.
- 4.7 The entry will be void if there is any change(s) to the purchase of the Ford Vehicle, including but not limited to:
- a) change of vehicle ownership;
 - b) change of vehicle delivery date; or
 - c) change of vehicle purchased.
- 4.8 The Campaign is not in conjunction with any previous promotion offered by the Organiser and cannot be combined with other promotions or offers.

5. Prizes and Selection of Winner

5.1 Winners:

5.1.1 **Three (3) winners** will be selected via random drawing by the Organiser’s management.

5.1.2 All decisions by the Organiser are final and no correspondence will be entertained.

5.2 Campaign Prizes:

5.2.1 The selected three (3) winners will each receive one (1) of the following prizes respectively:

- **First Prize:** Gold Bar – 20g
- **Second Prize:** Gold Bar – 10g
- **Third Prize:** Gold Bar – 5g

5.2.2 Images of the prize used in promotional materials (if any) are for illustration purposes only and do not necessarily reflect the actual prize. The Organiser reserves the right, at its absolute discretion, to substitute any prize with an item of similar or different value. All prizes are not transferable, refundable, or exchangeable in cash, discounts, or any other form for whatever reason. All prizes are given on an “as is” basis.

5.2.3 Each participant is entitled to win only one prize throughout the Campaign. Once an eligible participant has won one (1) prize, the remaining entry(ies) will be cancelled and/or disregarded automatically.

6. Notification of Winners and Redemption of Prizes

- 6.1 The Organiser will notify the winner(s) through email and/or phone call by **15th October 2025** (the date of which is subject to change at the Organiser’s discretion).
- 6.2 The winner(s) must respond and provide all necessary information to the Organiser within three (3) days of being notified.
- 6.3 In the event a winner(s) fails to respond and/or provide all necessary information within the timeline stated in paragraph 6.2, chooses not to accept a prize and/or he/she is not reachable/contactable:
- a) he/she is deemed to have disclaimed all rights, interests and claims to that prize and the prize will be dealt with according to the sole and absolute discretion of the Organiser; and/or
 - b) The Organiser may select an alternative winner(s).
- 6.4 Upon the winner’s response within the timeline stipulated in paragraph 6.2, the winners may be contacted by the Organiser, and the winner shall provide the winners’ details and/or any other information and/or documents in connection with the redemption of his/her prize.
- 6.5 All costs, taxes, changes, fees, expenses, losses, and/or damages incurred to participate in the Campaign and/or to redeem the prizes are under the sole responsibility of the winners.
- 6.6 The winners may be required to produce proof of identity (including but not limited to the original National Registration Identity Card or the originals of other supporting documents/materials) during and/or prior to prize redemption for purposes of verification. Failure to provide any proof of identity entitles the Organiser to disqualify the participant/winner.
- 6.7 The winners may be required to sign a release, waiver and/or declaration form in order to claim the prize.
- 6.8 No substitution or transfer of prize(s) by the winner is permitted.

- 6.9 The Organiser makes no representation whatsoever with respect to the prizes and shall not be responsible nor liable for any problems, losses, damages, liabilities, costs and expenses thereto or arising therefrom. All prizes are accepted at the winner's own risk, the participants shall assume full liability and responsibility in case of any accident, injury, damage or claim resulting from participation in the Campaign and from redemption and usage of the prize. The Organizer and its agents and employees shall not be liable for any loss or damage howsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from the prize(s).
- 6.10 The Organiser reserves the right to not award any and/or all prizes. The Organiser is entitled to only award the prize(s) to the qualified entries (if any) and forfeit the remaining prizes.

7. Privacy Policy

By participating, participants explicitly consent that the Organiser may collect, use, hold, process, store and/or disclose the necessary personal data of the participants. These information will be stored, used and/or processed in a manner in accordance with the applicable privacy laws and the Organiser's privacy notice which is accessible on the Organiser's website – www.ford.simemotors.my. By submitting the participant's personal data, consent is given to the Organiser and/or its authorised agents to use this data for the purpose of present and future marketing and promotional purposes and to improve its products and services. The Participant may revoke his or her consent to the processing of his/her personal data by sending an email to the Organiser and by doing so, the Participant withdraws his or her participation from this Campaign.

8. Additional Terms

- 8.1 Participant(s) takes part in the Campaign entirely at his/her own risk. By participating the Campaign, participant(s) voluntarily assume all responsibility for any injury, damage, or death that may occur as a result of or in connection with the participation in the Campaign, redeeming and/or use of the prize.
- 8.2 Participant(s) and winner(s) shall comply with all applicable laws, by-laws, regulations and/or guideline in participating the Campaign, redeeming and/or use of the prize. Each participant(s) and/or winner(s) shall fully indemnify and hold the Organiser harmless from and against any loss, damage, liabilities, costs and expense (including legal fees), whether direct or indirect, which the Organiser incurs in respect of, in connection with and/or arising from any non-compliance with the applicable laws, by-laws, regulations and/or guidelines by the participant(s) and/or winner(s).
- 8.3 By entering this Campaign, the participants agree to release and hold the Organiser, its holding company, its subsidiaries, related companies, associated companies and the directors, officers, employees, consultants, agents and representatives of the Organiser, its holding company, its subsidiaries, related companies, associated companies and any other entity(ies) associated with marketing this Campaign free from any and all claims, liabilities, injuries, losses, damages and/or costs arising out of, or in connection with the Campaign. In no event shall the Organiser, its holding company, its holding company, its subsidiaries, related companies, associated companies and the

directors, officers, employees, consultants, agents and representatives of the Organiser, its holding company, its subsidiaries, related companies, associated companies and any other entity(ies) associated with marketing this Campaign be liable for any losses and/or damages including, without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive and/or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if the Organiser has been advised of the possibility of such damages in advance, and such damages are expressly excluded.

- 8.4 By participating in the Campaign, the participant(s) agrees to be bound by these Terms and Conditions, any other terms and conditions that the Organiser may issue from time to time and all decisions made by the Organiser. The decision of the Organiser on all matters relating to, in connection with or with regards to the Campaign is final and absolute. No correspondence will be entertained.
- 8.5 The Organiser does not warrant that the Campaign shall be uninterrupted and/or error free. By participating in the Campaign, the participant hereby irrevocably and unconditionally agrees and acknowledges that the Organiser shall not be held liable in any way or manner whatsoever for any loss, claims, damages, liabilities, actions, costs and expense arising out of or in connection with the Campaign including but not limited to the participant's participation or non-participation in the Campaign and/or the winner's use of any prize. The Organiser shall not be held responsible for any error, omission, interruption, deletion, defect, delay, failure in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet, websites, and/or telecommunication services.
- 8.6 Only participants who have fulfilled the Terms and Conditions herein shall be eligible to win the prize. The Organiser reserves the sole and absolute right to disqualify participants who have failed to fulfil any of the Terms and Conditions and/or participants who have submitted false, untrue, misleading, incomplete or inaccurate entries or information in the Campaign, without prior notice.
- 8.7 The Organiser reserves the right at its sole and absolute discretion to amend, delete and/or add to the Terms and Conditions at any time or from time to time without assigning any reasons and/or notice.
- 8.8 The Organiser reserves the right at its sole and absolute discretion to cancel or terminate the Campaign at any time for whatever reason without giving any prior notice and without liability, no compensation in cash or in kind shall be given.
- 8.9 A participant shall fully indemnify and hold the Organiser harmless from and against any loss, damage, liability, costs and expense (including legal fees), whether direct or indirect, which the Organiser may from time to time or at any time incurs or sustains in respect of, in connection with and/or arising from the participant's breach of any of these Terms and Conditions, in participation of the Campaign, in redeeming and/or use of the prize.

- 8.10 The Terms and Conditions of this Campaign shall be governed by, and construed in accordance with the laws of Malaysia. By participating in the Campaign, the participant hereby consents to submit to the exclusive jurisdiction of the courts of Malaysia.

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