Lubricant Service Campaign 2019 Terms and Conditions

1. These terms and conditions shall apply to the Lubricant Service Campaign 2019("*Promotion"*) organized by Hino Motors Sales (Malaysia) Sdn. Bhd. ("*Hino"*).

2. By registering or taking part in this Promotion, you agree to be bound by these Promotion Terms and Conditions and the decisions of Hino in relation to and in connection with this Promotion.

Qualifying Period

3. The Promotion is from 0001 hrs of 1^{st} July 2019 to 2359 hrs of 31^{st} Oct 2019 (Malaysia time and both dates inclusive) ("*Promotion Period"*).

4. Hino reserves the right to change, shorten or extend the promotion period of the Promotion.

Eligibility

5. You must be 21 years and above (as of the start of the Promotion Period) and be a Malaysia citizen (or) residing in Malaysia to participate in the Promotion ("Participant(s)").

6. The following categories of people are not eligible to participate in the Promotion:

- a. All permanent and/or contract employees ("Employees"") of Hino and their immediate family members (i.e. spouses, children, parents, brothers and sisters) ("Immediate Family Members").
- b. All agencies and/or service providers engaged by Hino (including but not limited to advertising agencies, promotions agencies, printing companies, event management agencies and any persons assisting or who are involved in the Promotion) and their Employees and Immediate Family Members.

c. All dealers and/or distributors of the products of Hino and their Employees and Immediate Family Members.

7. Hino has the absolute discretion to determine the eligibility of Participants. Such determination shall be final and conclusive and Hino is not obliged to give any reason for its determination.

Allocation of Contest Form

8. Participants will be entitled to one (1) contest form with every proof of purchase with a minimum spend of RM250 in a single transaction on any of the participating Hino's authorized dealers.

9. The minimum spend of RM250 must include the purchase of Hino Genuine Engine Oil/TOP Axle Oil/TOP Gear Oil and Hino Genuine/TOP Parts & Accessories.

10. Upon submitting the Contest Form, participants will receive exclusive Hino tumbler. First-come basis. While stock lasts.

11. Subject always to these Terms and Conditions, to be eligible to redeem prizes the Contest Form must be submitted via what apps or email. (refer appendix 1)

12. Invalid receipt or fail to show a valid proof of purchase shall not be eligible to participate in this promotion.

13. Only original contest form is eligible for this promotion. No duplication are allowed.

14. Hino has absolute discretion in determining the participating Hino's authorized dealers or to disqualify any Contest Forms that do not meet the criteria set out in

these Terms and Conditions. Such determination is final and conclusive and Hino is not obliged to give any reason for its determination.

Participating Hino's Authorized Dealers

15. Below is the list of Participating Hino's Authorized Dealers:

<u>Selangor</u> Daihatsu Malaysia Sdn. Bhd. - Shah Alam Hino Motors Sales (Malaysia) Sdn. Bhd. - Petaling Jaya Power Trucks & Parts Sdn. Bhd. - Fuchong Soo Chuan Motor Credit Sdn. Bhd. - Klang Premium Truck Sdn. Bhd. - Kajang Soon Heng Motor & Commercial Truck Sdn Bhd - Subang Eng Kee Commercial Vehicles Sdn. Bhd. - Port Klang

<u>Kedah</u> AWS Jaya Motors Sdn Bhd. - Alor Setar

Penang

AWS Jaya Motors Sdn Bhd. - Butterworth Daihatsu Malaysia Sdn Bhd - Butterworth

Melaka

Bengkel Kok Wah - Tampin Lick Huat Motor - Cheng Tiam Hong Workshop Sdn. Bhd. - Merlimau Sam Hin Motors Enterprise Sdn Bhd - Ayer Keroh

Johor

Chee Heng Workshop - Batu Pahat Daihatsu Malaysia Sdn. Bhd. - Johor Bharu Daihatsu Malaysia Sdn. Bhd. - Batu Pahat J.B. Lee Heng Motor Service Sdn. Bhd. - Johor Bharu Jaidon Motor Sdn. Bhd. - Senai Key Power Sdn. Bhd. - Johor Bharu Sin Soon Hup Services Sdn. Bhd. - Muar Sam Hin Motors Enterprise Sdn Bhd - Segamat

Perak

Daihatsu Malaysia Sdn. Bhd. - Ipoh S.R. Automobile Centre Sdn. Bhd. - Bidor TTJ Agency Sdn. Bhd. - Taiping Pahang Edaran Riz Sdn. Bhd. - Kuantan Teck Lee Motor Agency Sdn. Bhd. - Temerloh

<u>Kelantan</u> Soon Seng Motors Enterprise (1988) Sdn. Bhd. - Kota Bharu K&T Engineering & Trading Sdn Bhd. - Kota Bharu

<u>Kuala Lumpur</u> Hong Yep Motor Sdn. Bhd. - Batu Caves

<u>Negeri Sembilan</u> Mun Chai Auto Works Sdn. Bhd. - Seremban Soon Seng Trucks & Parts Sdn. Bhd. - Nilai

Terengganu

Regency Auto Parts and Services - Kuala Terengganu Sumai Engineering Sdn. Bhd. - Kuala Terengganu

Sabah

Angkatan Hebat Motor Sdn. Bhd. - Kota Kinabalu Daihatsu Malaysia Sdn. Bhd. - Kota Kinabalu ATSB Tractor Parts Sdn. Bhd. Sdn. Bhd. - Tawau ATSB Tractor Parts Sdn. Bhd. - Lahad Datu ATSB Tractor Parts Sdn. Bhd. - Sandakan FF Automobile Sdn. Bhd. - Kota Kinabalu Weemaju Motor (Sabah) Sdn. Bhd. - Sandakan

Sarawak

Hino Motors Sales (Malaysia) Sdn. Bhd. - Kuching Jong Seng Sdn. Bhd. - Bintulu Jong Seng Sdn. Bhd. - Kuching Jong Seng Sdn. Bhd. - Miri Lu & Sons Engineering Sdn. Bhd. - Bintulu Lu & Sons Engineering Sdn. Bhd. - Kota Samarahan Lu & Sons Engineering Sdn. Bhd. - Sibu

*Further details of the participating HMSM workshops and HMSM Authorized Dealers workshop can be obtain from HMSM website www.hino.com.my

16. There are one (1) winning category in this lucky draw contest.

17. During this campaign period, a total of twenty (20) prizes will be given, HMSM will announce Five (5) winners for every conservative month. Details of the price as per below:-

a. Winners

1st month - 5 winners - Shopping vouchers worth RM400 2nd month - 5 winners - G-Shock watch 3rd month - 5 winners - Shopping vouchers worth RM400 4th month - 5 winners - Smart tablet

18. The collection of contest form will be collected from the participating Hino's authorized dealers. The draw shall be conducted within fifteen (15) working days after the promotion period or such other dates as Hino may determine at its sole discretion at a venue as may be determined by Hino. The prize winners shall be selected at random by means of a computerized system or in any other manner deemed fit and/or appropriate by Hino.

19. All 5 winners will be announced by the following month of each months or such other dates as Hino may determine at its sole discretion.

20. The 20 winners will be notified via telephone call. Should the first attempt to call the winner(s) fail, i.e. no reply, telephone number not in service, no connection etc, another two (2) attempts will be made within the next four (4) hours. Where such further attempts are unsuccessful for any reason whatsoever, Hino and its appointed agency reserves the right to draw reserve winners to substitute any winner(s). Hino's determination of the winner(s) shall be final, conclusive and binding. No correspondence or claims will be entertained. The same process will be repeated until a New Winner is determined.

21. Details of venue, dates and times for prize collection shall be informed via telephone call.

22. Personal identification (NRIC or passport) or proof of purchase (receipt) must be presented at the point of all prize collections in order to claim the prize. If a Participant fails to produce the required items, his/her respective prize will be forfeited (without any liability on the part of Hino to any person). A winner whose prize has been forfeited shall not be entitled to any payment or compensation whatsoever from Hino. Winners must claim their prize(s) at the place notified by Hino within 14 calendar days of the date of notification unless otherwise stated, failing which the prize(s) will be forfeited (without any liability on the part of Hino to any person).

23. All prizes are neither transferable nor exchangeable for cash, credits, or for other goods and services, or otherwise, either partially or wholly.

24. Hino reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute any of the prize(s) with any other item of a similar value.

25. All prizes, which are not won or remain unclaimed fourteen (14) days after the Promotion Period, or their equivalent value, shall remain unawarded.

Use of Personal Information

26. By participating in the Promotion, the Participants (including the winners) are deemed to have consented to:

a. the collection, use and disclosure of his/her name, identification/passport number, image, voice and/or likeness by Hino and Participating Authorized Dealers (as listed above) for editorial, advertising, promotional, marketing and/or other purposes without any payment and/or compensation except where prohibited by law; and

- b. receiving promotional, marketing and other publicity information from Hino from time to time.
- c. Your personal data shall be processed as long as the legitimate business purposes set out above exist and for a reasonable tome thereafter. We will also close your account (if applicable) as soon reasonably possible upon the end of your commercial relationship with HINO. We will close or deactivate accounts that are used in violation of the Privacy Policy or applicable Terms and Conditions.

General

27. The decisions of Hino on all matters relating to or in connection with the Promotion are final, conclusive and binding. Hino shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Promotion.

28. Hino reserves the right at any time in its sole and absolute discretion to determine and/or amend or vary these terms and conditions without prior notice, including but not limited to cancelling, extend, terminating or suspending this Promotion, the eligibility terms and criteria, the selection and number of winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.

29. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.

30. The Promotion and these Terms and Conditions shall be governed by the laws of Malaysia and all Participants (including the winners) are deemed to have agreed to submit to the exclusive jurisdiction of the Malaysia Courts.

31. A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such agreement.

32. Hino shall not be responsible for any injury, loss or damage suffered as a result of, or in connection with the Promotion and/or redemption or use of the prizes howsoever arising, including but not limited to, fulfillment of the prize(s), any error in computing chances, any breakdown or malfunction in any computer system or equipment, any notice which is misdirected and/or lost in the post, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise. For the avoidance of doubt, cancellation, termination or suspension by Hino of this Promotion shall not entitle any party to any claim or compensation against Hino for any and all losses or damage suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

Organizer: Hino Motors Sales (Malaysia) Sdn. Bhd

