#### **TERMS & CONDITIONS**

#### A. General

- 1. This "*Guess & Win | Spot the Differences*" (hereby known as "Contest") is organised by Evatrend Sdn Bhd and its group of companies (hereby known as "the Organiser").
- 2. The Contest is subject to the terms and conditions stated herein and the Organiser reserves the right to vary, add, modify and/or alter these terms and conditions as and when it deems fit. Such variations may be communicated through modes of communication deemed suitable by the Organiser.
- 3. By participating in the Contest, the participant declares that he/she has read and understood the terms and conditions herein and agrees to be bound by the same.

## **B.** Eligibility

The Contest is open to:

- i. All individuals aged 18 and above,
- ii. Are Malaysians holding a valid MyKad; or
- iii. Foreigners residing and working in Malaysia with a valid working pass
- 1. The Contest is not open to employees of the Organiser, and their immediate family members, advertising companies, its agents or anyone else connected to the administration and execution of the Contest.

# C. Contest Mechanics - How to Participate

- 1. Participants are required to:
- a. Like the contest post and comment the answer to the question given in either of this post,
- 1. <a href="https://www.facebook.com/iloveevatrend/posts/1061873444172640">https://www.facebook.com/iloveevatrend/posts/1061873444172640</a> (Mitsubishi Motors Setapak)
- 2. <a href="https://www.facebook.com/mitsubishimotorstamanmidah/posts/3343816375">https://www.facebook.com/mitsubishimotorstamanmidah/posts/3343816375</a> <a href="https://www.facebook.com/mitsubishimotorstamanmidah/posts/
- b. Like and Follow Mitsubishi Motors Setapak Evatrend Sdn Bhd or Mitsubishi Motors Taman Midah - Evatrend Sdn Bhd Facebook Page.

## **D. Determination of Winners**

- 1. A total of 5 winners will be selected by random from each individual Facebook post Setapak and Taman Midah.
- 2. The organiser's decision in determining and selecting the winners for this Contest is final. No appeal via correspondence or attempts to appeal, review, dispute of such decision will be entertained.
- 3. The Organiser shall have the sole and absolute discretion to disqualify any inappropriate submission(s) and/or any submission(s), which fails to comply with the Terms and Conditions, stated herein.

#### E. Contest Period

- 1. This Contest will commence on 24 February 2020 and ends on 27 February 2020 ("Contest Period"). Any entries received after the respective Contest Period will be automatically disqualified.
- 2. The Winners will be announced via Mitsubishi Motors Setapak Evatrend Sdn Bhd and Mitsubishi Motors Taman Midah Evatrend Sdn Bhd's Facebook Page on 28 February 2020, after the Contest ends.
- 3. Participants are advised to check for any updates pertaining to the Contest on these Facebook, from time to time, during the Contest Period.

## F. Prizes

- 1. A total of one (1) The Showcase Entrance Ticket worth RM10.00 will be given to each winner.
- 2. The Prizes collection mechanism for the Contest are as follows:

Winners are required to redeem the gift by attending The Showcase at our Test Drive Booth at MIECC, The Mines on either 29 February 2020 or 01 March 2020 from 11am – 7pm with the proof of the ownership of his/her Facebook Page.

- 3. The judges' decision of the Final Prize winners is final, conclusive and binding, and no disputes, appeals, inquiries and/or correspondence in relation to any of the decisions shall be entertained.
- 4. In the event the Winner failed to present and/or cannot be contacted whatsoever reasons on the event date or declines to accept the prize, the Organiser reserves its absolute right to irrevocably forfeit the prize and select another winner without being liable or responsible to the Winner in any manner whatsoever.

- 6. The Organiser reserves the right to use any other mode or medium that it deems fit at its sole and absolute discretion for the purpose of announcing the Winner, contacting the Winner, verifying the identity of the Winner.
- 7. The Prize is accepted entirely at the risk of the Winner and the Organiser excludes itself from any express or implied warranties in connection with the Prize to the extent permitted by law.
- 8. The Prize is strictly not exchangeable for cash, in part or in full. If the Winner chooses not to accept the Prize for any reason, there will be no compensation offered.
- 9. However, the Organiser may at any time at its sole and absolute discretion substitute the Prize with other items of an equal or similar value with or without conditions.

#### G. Other Terms and Conditions

For the purposes of section G herein, "participant" or "participants" shall also include the Winner.

- 1. The Organiser may at its sole and absolute discretion disqualify any participant and/or revoke the Prize at any time, where:
- a. The participant fails to comply with the terms and conditions stated herein;
- b. The participant attempts to undermine the operation and administration of the Contest by fraud, cheating or deception;
- c. The participant fails to provide accurate, complete, valid, identifiable and/or truthful information during participation, registration to participate and/or at any stage of this Contest.
- 2. The participant shall not engage in any conduct that directly or indirectly brings the Organiser or the persons managing the Contest in a state of disrepute.
- 3. The user of 'aliases' shall be considered as a form of deception and is prohibited.
- 4. In the event that the Contest is cancelled, postponed and/or abandoned for any reason, the Organiser without being subject to any form of liability and at its sole and absolute discretion may or may not choose to substitute the prize with other item(s) of an equal or similar value with or without conditions. In such an event, the Organiser shall not be liable and/or responsible in any manner whatsoever for any form of claim and/or liabilities howsoever arising whether direct, indirect or otherwise.

- 5. In the event that this Contest cannot be administered and/or is abandoned and/or cancelled and/or discontinued due to any reason, the Organiser, without being subject to any form of liability and at its sole and absolute discretion, may decide to cancel, terminate, modify, or suspend the Contest and/or invalidate any entries for this Contest without assigning any reasons thereto and without notice to the participants.
- 6. The protection of personal data is an important concern to Evatrend Sdn Bhd and its group of companies ("EVA"). Any personal data collected during registration for participation in the Contest and/or during the Contest will be processed in accordance with the Personal Data Protection Notice of EVA as available for viewing at
- https://sianghin.com/uploads/1/1/8/6/118692453/sianghin privacy disclaimer website .pdf ("PDP Notice"). By the participant submitting his/her personal data to EVA for this Contest, the participant hereby consents to EVA processing his/her personal data according to the PDP Notice.
- 7. By participating in this Contest, the participants hereby consent to EVA to use, publish, exhibit and display participant's name, image and comments in any nature or form for documentation, advertising and promotional purpose in any form of media and any reasonable manner it sees fit without additional compensation. The participants are not eligible to claim any proprietary right thereto.
- 8. The Organiser may at its sole and absolute discretion prohibit participation by any participant and/or Winner who in any manner whatsoever disrupts, tampers and/or engages in improper conduct that affects the Contest and/or the administration of the Contest and/or breaches any of the terms and conditions stipulated herein.
- 9. By participating in this Contest, the participant agrees that the Organiser reserves the right to disclose the participants and representatives personal data in the event the Organiser believes that such disclosure is necessary to identify, contact or bring legal action against an individual who might cause or may be causing damage to or interfere (whether intentionally or otherwise) with the Contest and/or EVA and/or any other third party's rights or property which could be harmed by such activities. The Organiser may also disclose the personal data of the participants and the representatives if required to do so by a court of law or other relevant bodies.
- 10. The participants agree that the Organiser and its related and/or associated companies shall not be liable to the participants and/or any other party in any manner whatsoever for any form of liabilities, losses, claims and/or damages howsoever arising in connection with the Contest or otherwise.

- 11. The Organiser's decisions on all matters relating to the Contest (including the selection of the Winner and the manner of administration of the Contest) shall be final, absolute and binding on the participants. No correspondences, enquiries, appeals, challenge, or discussion with respect to any decision or determination made by the Organiser will be entertained.
- 12. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.
- 13. The Organiser hereby disclaims and shall not be held liable for any claims and liability howsoever arising from personal injuries, medical conditions and damage to property originating from the acceptance of the Prize and the Winner shall hold the Organiser harmless from any such claims