

PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST

TERMS AND CONDITIONS

1.0 INTRODUCTION

- 1.1 Prior to participating in “**PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST**” (“Contest”), it is advisable for you to take a couple of minutes to read the following Terms and Conditions carefully and ensure that you are completely aware and understand the Terms and Conditions.
- 1.2 These Terms and Conditions govern your access and use of the Platform or the use of any services, information and functions made available by us at the Platform (“Services”). Before using this Platform or Services, you are advised to read the Terms and Conditions carefully and accept the Terms and Conditions and other terms and conditions and policies pertaining to the use of the Platform and/or the Services (collectively referred to as “**PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST**” Terms and Conditions) and you must consent the processing of your personal data as described in the Privacy Notice made available at www.proton.com and www.consumer.huawei.com/my in accordance with the Personal Data Protection Act 2010 (“PDPA”).
- 1.3 In consideration of your participation in the Contest, by selecting the “I accept the terms and conditions above, I have read the PDPA before providing my personal information and I agree for PROTON and Huawei (collectively “Organiser”) to the procession of my personal data for the purposes of this Contest and to receive emails about news, products, services and campaigns updates from PROTON and/or Huawei.” button, you agree on behalf of yourself to be bound by these Terms and Conditions.
- 1.4 By accessing the Platform and/or using the Services, you agree to be bound by the “**PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST**” Terms and Conditions and any amendments to the foregoing issued by us (at our sole discretion) from time to time. If you do not agree to Contest Terms and Conditions and contents of the Privacy Notice, do not access and/or use this Platform and/or the Services.
- 1.5 The Terms and Conditions stated herein constitute a legal agreement between you and PROTON Holdings Berhad, Registration No. 200301020757 (623177-A), Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995-U), PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A) and Huawei Technologies (Malaysia) Sdn Bhd (Company No. 200101010193).
- 1.6 The above are legal entities incorporated in Malaysia and PROTON having their registered address at PROTON Centre of Excellence, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia (hereinafter referred to as “PROTON”) and Huawei’s registered address at Suite 34-01, Level 34, Integra Tower, the Intermark, Jalan Tun Razak, 55000 Kuala Lumpur, Malaysia (hereinafter referred to as “Huawei”).

1.7 Organiser (as defined below) may at its absolute discretion to change, modify, add or remove portions of these Terms and Conditions and/or Contest Terms and Conditions at any time without any prior notice whatsoever. Changes will be effective when posted on the Platform without any prior notice and you are deemed to be aware of, agreed and bound by any changes to the foregoing upon its publication on the Platform.

2.0 CONTEST ORGANISER

2.1 The organisers of Contest are PROTON Edar Sdn Bhd, Registration No. 198501001087 (133533-A) whose registered office is at Centre of Excellence Complex, KM33.8 Westbound Shah Alam Expressway, 47600 Subang Jaya, Selangor, Malaysia and Huawei Technologies (Malaysia) Sdn. Bhd. (Company No. 200101010193) whose registered office is at Suite 34-01, Level 34, Integra Tower, the Intermark, Jalan Tun Razak, 55000 Kuala Lumpur, Malaysia (hereinafter collectively as “Organisers”).

2.2 By entering this Contest, the participants agree to be bound by the Terms and Conditions (“T&C”) and decisions of the Organisers.

2.3 Failure by the Organisers to enforce any of these T&C in any instances shall not give rise to any claim by any participants against the Organisers.

3.0 OWNERSHIP, COPYRIGHTS AND TRADEMARKS

3.1 Perusahaan Otomobil Nasional Sdn Bhd, Registration No. 198301005788 (100995-U) is the exclusive owner of PROTON service marks, including the name and logo of PROTON. The text, images, graphics, sound files, animation files, video files and their arrangement on the Platform and other internet sites are all subject to copyright and other intellectual property protection. These materials may not be copied for commercial use or distribution, nor may these materials be modified or reposted. Some PROTON internet sites may also contain materials that are subject to the copyright rights of their providers.

3.2 Unless otherwise indicated, all marks displayed on PROTON internet sites, including the Online Booking Platform, are subject to the trademark rights of PROTON including, but not limited to, model name plates, corporate logos, product and corporate taglines as well as emblems.

3.3 Huawei’s trademarks, including the name and logo of Huawei, including their text, images, graphics, sound files, animation files, video files and their arrangement displayed on the Platform and other internet sites are all subject to copyright and other intellectual property protection. These materials may not be copied for commercial use or distribution, nor may these materials be modified or reposted. Some Huawei internet sites may also contain materials that are subject to the copyright rights of their providers.

3.4 Unless otherwise indicated, all marks displayed on Huawei internet sites, are subject to the trademark rights of Huawei including, but not limited to, corporate logos, product and corporate taglines as well as emblems.

4.0 “PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST”

By entering this Contest, you agree to be bound by the T&C regulated by Organisers.

4.1 Contest Eligibility

This Contest is open to all individuals (“Participant(s)”) who fulfil the following criteria:

- 4.1.1 All residents of Malaysia (citizens only) possessing a valid Identity Card (IC) and valid Malaysian driving license (D-Class).
- 4.1.2 Full name and IC number of Participants submitted for the booking and registration of PROTON Cars must be the same as the full name and IC number submitted during contest registration.
- 4.1.3 Participants must book any PROTON Persona, Iriz, Exora, or Saga (“Proton Car”) from 11 February 2021 to 30 April 2021 and successfully register the booked vehicle by 31 May 2021; OR purchase any HUAWEI branded device from 11 February 2021 to 30 April 2021.
- 4.1.4 The following Participants shall not be eligible to participate in the Contest:
 - Employees of the Organisers including its affiliates and/or related companies; and
 - Representatives, employees, servants and/or agents of advertising agencies and/or promotion service providers of the Organiser including its affiliates and/or related companies, and their immediate family members (spouses, children, parents, brothers and sisters).

4.2 Contest Period and Submissions

- 4.2.1 The Contest starts on 11 February 2021 at 12.00 a.m. and ending on 30 April 2021 at 11.59 p.m. (“Contest Period”).
- 4.2.2 Participations received after the Contest Period or are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
- 4.2.3 Incomplete entries and/or failure to fulfil all or any of the T&C will automatically disqualify the Participants from the Contest without prior notice.
- 4.2.4 The Organisers reserve the right at its sole and absolute discretion to shorten or extend the Contest Period at any time for any reasons whatsoever without prior notice to the Participants.

- 4.2.5 The Organisers reserve the right at its sole and absolute discretion to modify the contest mechanisms, suspend, withdraw or terminate the Contest at any time during the Contest Period for any reasons whatsoever without prior notice to the Participants.
- 4.2.6 For the avoidance of doubt, any modification, suspension, withdrawal or termination of the Contest by the Organisers shall not entitle the Participants to any claim or compensation against the Organisers for any loss or damage suffered or costs and expenses incurred by the Participants either directly and/or indirectly arising from or in connection with the modification, suspension, withdrawal or termination of the Contest by the Organisers.

4.3 Contest Mechanics

- 4.3.1 Participant who books one (1) PROTON Persona, Iriz, Exora, or Saga from any authorized PROTON dealer or branch in Malaysia from 11 February 2021 to 30 April 2021 and successfully register the booked vehicle by 31 May 2021, OR purchase one (1) HUAWEI branded device from a participating Huawei Brand Store and Huawei Operator Store in Malaysia from 11 February 2021 to 30 April 2021, is entitled to participate in Contest.
- 4.3.2 To submit an entry for the Contest, Participant must participate within the Contest Period and complete all the following steps: -
 - 4.3.2.1 Book one (1) PROTON Persona, Iriz, Exora, or Saga from any authorized PROTON dealer or branch in Malaysia from 11 February 2021 to 30 April 2021 and successfully register the booked vehicle by 31 May 2021. OR purchase one (1) HUAWEI branded device from a participating Huawei Brand Store and Huawei Operator Store in Malaysia;
 - 4.3.2.2 Post a creative picture related to PROTON car or Huawei device on his/her Facebook or Instagram with the hashtags **"#PROTONHUAWEITOGETHERLIGHTUPTHEMOMENTS #HUAWEI #HiPROTON"** and complete the sentence/reason for **"I like PROTON Cars / I like Huawei because..."** in the caption ("Post");
 - 4.3.2.3 Set his/her Facebook or Instagram post as public;
 - 4.3.2.4 Login to <http://www.protonhuaweitogetherlightupthemoments.com/> ("Contest Site");
 - 4.3.2.5 Answer a simple question;
 - 4.3.2.6 Insert all latest and accurate personal details required on Contest Site;
 - 4.3.2.7 Upload an image of a receipt of booking of any PROTON Car OR a receipt of purchased HUAWEI branded device on Contest Site;

- 4.3.2.8 Insert the link to his/her Facebook or Instagram Post to the Contest Site and Click “Submit” to submit an entry for the Contest on Contest Site.
- 4.3.3 Each entry completed according to paragraph 4.3 above qualify ONLY one (1) eligible entry for the Contest (“Contest Entry”).
- 4.3.4 Each HUAWEI branded device (of the same serial number) purchased or PROTON Car registered is eligible ONLY one (1) Contest Entry for the Contest.
- 4.3.5 Each Participant with the same IC, is allowed to submit ONLY one (1) Contest Entry.
- 4.3.6 If any information submitted to the Contest Site is found to be incomplete, misleading or inaccurate, the Contest Entry shall be deemed invalid and the Customer will be disqualified from the Contest automatically.
- 4.3.7 Any picture, post, comment, or Contest Entry submitted must be original, must not be copied, must not contravene any laws and must not feature any religious, sexual, violent, pornographic content, drugs or any negative impact for PROTON and Huawei brand image.
- 4.3.8 Organizers reserve the rights to disqualify any Participant and/or Contest Entry at its sole and absolute discretion, without having to assign any reasons whatsoever.

4.4 Selection of Contest Winners

- 4.4.1 Contest winners will be selected based on the criteria below:
 - 4.4.1.1 Compliance with all Contest Eligibility and Contest Mechanics.
 - 4.4.1.2 Most creative submission of social media Post.
- 4.4.2 The Organisers have full discretion to select the most creative social media Post. The Organisers’ decision shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 4.4.3 The Organisers reserve the right to reject any participation which are incomplete, illegible, disfigured, submitted beyond the Contest Period or without the valid proof of registered Proton Car OR purchased HUAWEI branded device or such other reasons as the Organisers deem fit.
- 4.4.4 The Participants hereby declare and undertake with the Organisers that the ownership, authenticity of all the information, ideas and material submitted for this Contest are the genuine ideas and products from the Participants and the Organisers shall not be liable for any claim by third parties due to misleading photo, information, ideas and material submitted by the Participants.

4.5 Contest Prizes

4.5.1 Prizes available to be won for this Contest are as follows (“Contest Prize(s)”):

Category	Contest Prizes	Quantity Available
Grand Prize	PROTON IRIZ 1.6L PREMIUM (OTR w/o Insurance)	1
1 st Prize	Huawei Matebook X PRO	1
2 nd Prize	Huawei Mate40 PRO	2
3 rd Prize	Huawei Matepad PRO	3
4 th Prize	Huawei Nova 7SE 5G	5
5 th Prize	Huawei Watch GT 2 PRO	10
6 th Prize	Huawei Freebuds	12
7 th Prize	Huawei Watch Fit	13

Participant with the same IC stands a chance to win ONLY one (1) Prize.

4.5.3 The Organisers reserve the right at its sole and absolute discretion to substitute all or any of the Contest Prizes with any other prizes of equal or similar value (in kind) at any time without prior notice. Decisions by Organizers will be final and no appeals will be entertained.

4.5.4 All Contest Prizes are non-exchangeable, non-transferable and non-redeemable with any form of cash, goods or services either in part or in full.

4.5.5 All prizes are given on an “as is” basis.

4.5.6 PROTON IRIZ won is subject to the standard warranty terms and conditions of PROTON. Huawei products won is subject to the standard warranty terms and conditions of Huawei.

4.6 Announcement of Contest Winners

4.6.1 After the Contest Period, one (1) winner of PROTON IRIZ (**Grand Prize**), one (1) winner of Huawei Matebook X PRO (**1st Prize**), two (2) winners of Huawei Mate40 PRO (**2nd Prize**), three (3) winners of Huawei Matepad PRO (**3rd Prize**), five (5) winners of Huawei Nova 7SE 5G (**4th Prize**), ten (10) winners of Huawei Watch GT 2 PRO (**5th Prize**), twelve (12) winners of Huawei Freebuds PRO (**6th Prize**), and thirteen (13) winners of Huawei Watch Fit (**7th Prize**) will be selected and decided by Organizers at their sole discretions from the eligible Contest Entry based on the creativity of Post.

4.6.2 The decision of Organisers is final, and no enquiries, verbal or written, shall be entertained.

- 4.6.3 The Organisers will announce the winners of this Contest within two (2) calendar months from the closing date of the Contest Period. The winners will be notified either e-mail, or telephone call or post on the Organisers official Facebook. The Organisers reserve the right at its sole and absolute discretion to use any other method or medium that the Organisers deem fit for the purpose of announcing the winners.
- 4.6.4 The winners shall response the e-mail to the Organisers or contact the Organisers within fourteen (14) calendar days (“Prizes Collection Period”) from the date the winners receive the email or telephone call from the Organisers for the collection of the prizes at the time and venue decided by the Organisers.
- 4.6.5 The Organisers reserve the right at its sole and absolute discretion to change the timing and venue of the prize collection without prior notice to the winners.
- 4.6.6 Failure to respond to the Organisers’ e-mail or telephone call for the collection of the prizes within the Prizes Collection Period shall result in the winners being disqualified by the Organisers. In such event, the Organisers shall have no liability to the winners in any respect whatsoever and the unclaimed prizes shall be dealt in manners deem fit by the Organisers at their sole and absolute discretion.
- 4.6.7 The decision of the Organisers in the selection of the winners shall be final, conclusive and binding. No correspondences, queries or appeals will be entertained.
- 4.6.8 All transportation, accommodation, personal costs, any other costs and/or any other related expenses that are incurred to redeem the prize are at the sole responsibility of the winners.
- 4.6.9 The winners are fully responsible for any injuries, damages or claims as a result of or arising from their collection of their prize and/or usage of their prize.

5.0 INQUIRIES

5.1 You may contact PROTON’s Customer Service at 1-800-88-8398 (Monday to Friday, 8.30 a.m. to 5.30 p.m.) for assistance.

5.2 You may contact HUAWEI’s Customer Service at 1-800-22-0086 (everyday, 9.00 a.m. – 9.00 p.m.) for assistance.

6.0 COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY

6.1 The Participants agree and acknowledge that the Organisers (including their respective affiliates and related companies) retains all proprietary rights to the intellectual property contained in this Contest and owns the copyright to all contents within.

6.2 By participating in this Contest, the Participants have granted the Organisers the right to use the name and materials for the purpose of advertising, trade and/or publicity, without prior notice to the Participants and the Participants shall not be entitled to claim ownership or other forms of compensation on such use.

6.2.1 The Organiser (including their respective affiliates and related companies) shall not be held responsible and/or answerable to any damages, losses or liabilities arising from the publication including but not limited to the posting of the same in the Organisers' website and/or any public domain.

6.2.2 The entries submitted by the Participants pursuant to this Contest shall be owned by the Organisers and the Organisers shall have the right to deal with such entries in any manner whatsoever that it deems fit without any payment or compensation to be made to the Participants.

7.0 USAGE POLICY

7.1 The courts of Malaysia shall have exclusive jurisdiction in relation to "**PROTON x HUAWEI TOGETHER LIGHT UP THE MOMENTS CONTEST**" Terms and Conditions of the agreement contained herein which shall be governed by and construed in accordance with the laws of Malaysia.

7.2 Organisers and/or its group of companies, and/or their respective employees, officers, directors involved in this Platform and/or Services and/or Contest shall not be liable in anyway whatsoever for : (a) any expenses incurred by Participants; (b) any sort of technical failure; (c) intervention by unauthorised parties during the Platform; and (d) electronic or human errors in the administration of the Platform and/or Services and/or Contest.

7.3 By accessing the Platform and/or using Services and/or participating Contest, Participants undertake that he/she will not bring any claims, action or proceedings against Organisers and/or its group of companies involved in this Platform and/or Services and/or Contest, including its employees, officers, directors relating to this Platform and/or Services and/or Contest whether in contract or otherwise and Organisers and/or its group of companies shall not be liable for any loss, expense and/or damage in connection with the Platform and/or Services and/or Contest.

7.4 Organizers will not be liable for any direct, indirect, punitive, incidental, consequential or any other damages resulting from the use or inability to use the Platform or unauthorized access to the same. All use of this Platform shall be at the Participant's own risk.

7.5 Organisers shall not be in default of any of its obligation hereunder if the failure to perform the obligation is due to any event beyond Organisers' control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, pandemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

7.6 ORGANISERS DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE THOUGH WE WILL ENSURE REASONABLE MEASURES TO MAINTAIN ACCURACY OF ALL DATA PRESENTED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ORGANISER DISCLAIMS ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN 'AS IS' BASIS.

7.7 UNLESS EXPRESSLY STATED TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, PROTON HEREBY EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT WITHOUT LIMITATION TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, DAMAGE TO GOODWILL OR REPUTATION, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, PERFORMANCE OR FAILURES OF THIS WEBSITE AND ANY MATERIALS POSTED HEREIN, IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR ARISE IN CONTRACT, TORT, EQUITY, RESTITUTION, BY STATUTE, AT COMMON LAW OR OTHERWISE.