

TERMS & CONDITIONS

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Please read these Terms and Conditions carefully before accessing and browsing this page. You shall not modify, reuse, report, or use the contents of this page which shall include but not limited to any text, images, audio, and video for public or commercial purposes without Perodua's written permission. Perodua reserves the sole and absolute right to cancel or amend the mechanics of this project or any part of these Terms and Conditions at any time without prior notice to the Participant and the Participant agrees to observe and comply with the terms and conditions and any changes made thereto. Any changes will be posted on these Terms and Conditions.

About

#MuhibahDiJalanraya, is a Pledge-to-Drive-Safely movement initiated by Perodua that promotes respect and tolerance on the road. The campaign's aim is to encourage Malaysians to be courteous during your journey home this festive season by sending in your Instagram, Facebook or Twitter photos or videos with the 🚗 sign and #MuhibahDiJalanraya. In return Perodua will reward the community with givebacks. The more pledges we unlock, the more givebacks.

Pledge Your Support Submissions

A. Submissions

1. #MuhibahDiJalanraya, a Pledge-to-Drive-Safely movement will be an all year round campaign **starting from 27th January 2017** with major milestones to reach.
2. Every month, 10 most creative pledges will stand to win attractive freebies from Perodua.
3. Perodua will also undertake a CR activity throughout the campaign period upon reaching a targeted number of pledges:
 - **Milestone 1 – 500 Pledges**
CR Activity: FREE VEHICLE INSPECTION- 500 Perodua vehicle inspection services for **Perodua car owners** will be available for FREE at Perodua Service Centre! Winners selected will need to be Perodua car owner for the first giveback unlock.
 - Perodua reserves the right to amend the targeted number of pledges and CR Activity at any time without prior notice.
4. Incomplete, incorrectly submitted, delayed, corrupted or misdirected responses will be deemed invalid. Perodua reserves the right to amend the Campaign Period at any time without any notice.

B. Eligibility

1. The Campaign is open to the public aged 18 years old and above at the time of entry in Malaysia.
2. Pledgers must ensure that their Instagram account is set to public in order for submissions to be visible on the campaign website.
3. Submissions of pledges must include #MuhibahDiJalanraya.

C. How to Participate

Follow the steps below, make a pledge for safe driving and help unlock awesome givebacks from Perodua!

Step 1: Take a photo or video with 🇲🇾 sign

Step 2: Upload to Instagram, Facebook or Twitter. Don't forget to set your profile to 'Public' to allow us to feature your photos.

Step 3: Write your pledge to drive safely and share with #MuhibahDiJalanraya

Note : Only photos or videos submitted via Instagram or Twitter will be displayed in the microsite gallery.

D. How to Win Monthly Attractive Freebies from Perodua

1. There will be a total of ten (10) winners monthly throughout the Campaign Period.
2. All complete entries will be judged based on originality, quality and creativity of their photo/video together with their written pledge to drive safely during the festive.
3. Multiple entries are allowed using one (1) Instagram account throughout the Campaign Period. Should the participant submit multiple entries, each entry should be using either a different photo or different caption.
4. Each Participant is only allowed to win once throughout the Campaign Period.

E. Announcement of results

1. The name of the winners of the Campaign (announcement of results) will be announced on the www.perodua.com.my/MuhibahDiJalanraya Pledges of the Month page.
2. Upon the announcement of the winners, the winners are then required to send their details (Full name, address, NRIC number and contact number) to Muhibah@perodua.com.my by the 20th of the month he/she was selected as a winner for prize redemption purpose. In the event the winners fail to send their details as indicated above within the time frame stipulated, he/she shall then be disqualified. Perodua reserves the right to deal with all unclaimed prizes in any manner deemed fit.
3. Decision made by Perodua regarding winner and prizes is final and no correspondence or appeal subsequent thereto shall be entertained.
4. The prizes collection details will be provided to the winners upon the announcement of all the winners. In the event prizes posted by Perodua to the winners are returned to Perodua for whatsoever reason, such prizes shall be disposed of at Perodua's sole discretion.
5. PERODUA shall not be held liable in the event that the winner(s) cannot be contacted for whatever reasons. PERODUA shall not be held liable in the event of non-receipt or delayed delivery of any notification to the winner(s).

F. Prizes

1. Prizes are non-transferable and non-exchangeable for cash and subject to availability. Perodua reserves the right to replace any prizes without prior notice. PERODUA shall not be held responsible for any lost or damaged prizes caused by other parties upon collection by the winners.

2. Acceptance of any prize shall constitute consent on the winner's part to allow the use of the winner's name, image, voice and/or likeness by Perodua for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.

3. The receipt by any winner of any prize under this Campaign is conditional upon compliance with any and all applicable laws, rules and regulations. If a winner chooses not to accept or claim the Prize within one month, the winner shall be deemed to have forfeited all claims to the same and the prize shall be dealt with by Perodua at its sole and absolute discretion. The winner hereby undertakes that in the event he/she decides not to accept the prize, he/she shall not have any claim whatsoever against Perodua in respect of the prize.

4. By submitting the campaign entries, each participant thereby: (a) specifically authorizes Perodua to use and/or license third parties to use such entry / images in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or here after devised; (b) represents and warrants that all elements contained in the campaign entry are true (i) is the original work of the Participant and does not belong to other party and does not infringe any intellectual property rights of any person or company; (ii) does and will not, in any way, violate or breach any terms of agreement the participant may be a party to, (iii) does not contain libelous, tortuous, or the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or not in any manner unlawful, and (v) shall not require Perodua to pay or incur any sums to any person or entity as a result of Perodua use or exploitation of the same.

5. The winner may be required to participate in public relations events tied to the contest to generate press coverage of the contest. This may include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.

6. Perodua reserves the right to remove any entries that are deemed inappropriate from the Campaign site gallery and disqualify any entries that do not meet the rules and regulations of the Campaign and this shall include but not limited to entries submitted with invalid, false or incorrect information and profanity.

7. Perodua reserves the right to disqualify any entries / images that are subjected to too much post-production edits or manipulation based on Perodua's sole discretion.

G. Disclaimer of Liabilities

1. Perodua shall not be liable for any damage, loss, injury or disappointment suffered by any participants entering the Campaign or as a result of entering the Campaign or accepting any prize.

2. Perodua is not responsible for any safe custody, return, non-delivery or missing of entries, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Campaign.

3. By entering the Campaign and/or accepting the prizes, participants agree that no claim relating to any losses or injuries (including special, indirect and consequential losses) shall be asserted against Perodua, its parent companies, affiliates, directors, officers, employees, merchants, partners or

agents and the participants discharge Perodua its parent companies, affiliates, directors, officers, employees, merchants, partners or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Campaign and acceptance of any prize, including and not limited to personal injuries, death and property damage.

4. All taxes on the prizes are the sole responsibility of the winners, who shall be responsible for completing any applicable forms required by a taxing authority. The winners hereby agrees and accepts that by winning the Campaign, the winners may incur taxes and other levies including but not limited to any prize tax or income tax etc. The winner hereby unconditionally accepts to bear any such tax or other levy.

H. Ownership and Publicity Release

1. Except where prohibited, all submissions by the participants shall be the property of Perodua.
2. The participants hereby irrevocably grants, transfers, assigns and conveys to Perodua and its affiliates all present and future right, title and interest of every kind and nature whatsoever in and to the participants' entries/ submission for usage in whole or in part, in perpetuity, by means of any and all media and devices, whether now known or hereafter devised and hereby releases Perodua and its affiliates from any liability with respect thereto.
3. Perodua may use the name and any photos/ video clips from the submissions/ entries for promotional, marketing and publicity purposes without any compensation to the participants.
4. The participant agrees that all materials posted on Instagram and Perodua website are subject to public downloading by third party viewers. Perodua shall not be held accountable or liable for any damages caused to the participant.

I. Privacy and Data Protection

1. By providing the personal information upon the submission of entries, the participants consent and agree to the usage of their personal information by Perodua, including but not limited to names and images which can be referred to at <http://www.perodua.com.my/pdpa>
2. In respect of any third party's personal information as disclosed by the participants in his/her submissions to Perodua, the participant hereby warrants that he/she has the right to do so and he/she has obtained the consent from such third party to disclose such personal information.
3. The participant shall be responsible for ensuring that such disclosures are in compliance with the provisions of Malaysia Personal Data Protection Act.
4. The participants may notify Perodua of any updates, amendments and corrections to previously collected information via <http://www.perodua.com.my/contact>

J. General Conditions

1. Participants agree to participate in this Campaign out of his own free will and to be solely and fully liable and discharge Perodua from any claim or demand and fully indemnify Perodua in damages or in any other form of legal remedies in respect of any fines, penalties, loss in monetary form or otherwise, suffered by Perodua or loss to the reputation, goodwill or image of Perodua, or loss(es) arising from any accident, bodily injury, death and/or damages to his property, cars, loss of belongings etc. which may arise directly or indirectly during the Event or pursuant to the Event as a result of action, omission, fault, offences and any breach of the terms and conditions imposed herein regardless whether such action, omission, fault, offences and breach is committed by the participant or its representative, knowingly or otherwise.

2. The participant must provide on request all clearances, permissions and release letters during submission, including releases from all persons appearing in the photographs, and releases from anyone who assisted in the creation of the photograph. In the event a submitting participant cannot provide all required release letters, Perodua reserves the right, in Perodua's sole discretion, to disqualify the applicable submission, or seek to secure the release and clearance letters for Perodua's benefit, or allow the applicable submission to remain in the Campaign.
3. Non-compliance by the Participant and/or winner(s) with any of the Terms and Conditions stated herein and any involvement of the Participant in any forgery, plagiarism, fault, negligence or any offences shall entitle Perodua to disqualify any entry and/or revoke any prize awarded or about to be awarded to the Participant.
4. The participant shall not require Perodua to pay or incur any sums to any person or entity as a result of Perodua's usage of the campaign entries.
5. The Campaign is in no way sponsored, endorsed, administered or associated with Instagram.
6. These Terms and Conditions is governed by laws of Malaysia.
7. Time is of the essence in this Terms and Conditions.