

Toyota Drive Bonanza Contest

TERMS & CONDITIONS

A. General

1. Toyota Drive Bonanza Contest is organised by UMW Toyota Motor Sdn Bhd. (hereinafter referred to as the 'Organiser').
2. The registration for the Contest commences on Tuesday 1 January 2019, 10.00 AM and ends on Tuesday 30 April 2019, 10.00 PM. (Contest Period)
3. 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.
4. 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

1. The Contest is open to (i) all individual (Private Individual) (ii) aged 18 and above with a valid driving license; and (iii) is a holder of a Malaysian Identification Card or (iv) expatriates or holding valid working pass in Malaysia.
2. The Contest is not open to members or employees or immediate family members of the Organiser, advertising companies, its agents or anyone else connected to the administration and execution of the Contest.
3. The Contest is OPEN to any individual who test drives any Toyota vehicle at an authorised Toyota outlet and completes & submits the online contest form from 1 January – 30 April 2019.

C. Contest Mechanics

1. Participants interested to participate in the Contest are required to go for a test drive session by adhering to the following steps:-
 - a) Visit any of Toyota showroom and test drive any of available models.
 - b) Complete the test drive registration process & provide all required information by Sales Advisor at Outlet.
 - c) After completing test drive, participants need to fill up all details required in contest form and answer one (1) qualifying question correctly & submit to Sales Advisor.
2. All submissions must strictly fulfill all the following criteria; (a) the completion of the test drive registration (b) complete the test drive session at selected Toyota showroom and (c) fill up required details in contest form & the correct answer to one (1) qualifying question.
3. Participant shall provide all required information in contest form.
4. The eventual winners will be randomly selected in the form of a digital lucky draw from the pool of participants upon the conclusion of the Contest Period by a selected audit firm at the discretion of the Organiser.
5. The Organiser's decision in respect of this Contest and the lucky draw shall be final and conclusive. No correspondences or appeals shall be entertained.

6. The Organiser shall have the sole and absolute discretion to disqualify a submission or a participant if invalid, incorrect or incomplete information were submitted.
7. In the event that the test drive session is not carried out, the participation for this contest is considered incomplete even though the contest form is submitted.
8. In the event that a requested Toyota model is not available at the test drive session, the Organiser shall have the sole and absolute discretion to substitute an alternative Toyota model for the test drive session.

D. Prizes

1. Other than the provision of the Prizes, all costs, charges, fees and/or expenses of whatsoever nature that is associated with the Contest and/or the Prizes shall be the sole responsibility of the winners and the participants.
2. The Prize will be given out on the understanding of one prize per winner.
3. Winners of all Prizes will be contacted on their mobile phone number, letter to their address or email address provided by the winner during the Contest registration. In the event the winner fails to respond within ten (10) business days of being notified 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.
4. The Organiser will not be responsible for any loss or delay of the delivery of the prizes due to incomplete, inaccurate, invalid and/or erroneous details given. In the event of a change of address, it shall be the responsibility of the winners to inform the Organiser prior to the delivery of the prizes.
5. 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 winners, contacting the winners, verifying the identity of the winners and delivering the Prizes.
6. All Prizes are accepted entirely at the risk of the winners and the Organiser excludes itself from any express or implied warranties in connection with the Prizes to the extent permitted by law.
7. The Prizes are not exchangeable or redeemable for cash or any other item and cannot be resold or offered for resale. Unless otherwise approved by the Organiser in writing, the Prizes are not transferable. If the winner chooses not to accept the Prize for any reason, there will be no compensation offered.
8. 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.

E. Other Terms and Conditions

For the purposes of section E 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 engages in improper conduct during the test drive sessions;
 - c. The participant attempts to undermine the operation and administration of the Contest by fraud, cheating or deception;
 - d. 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 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 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 UMW Toyota Motor Sdn Bhd (“UMWT”). 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 UMWT as available for viewing at <http://www.toyota.com.my/terms.html> (“PDP Notice”). By the participant submitting his/her personal data to UMWT for this Contest during registration for participation in the Contest, the participant hereby consents to UMWT processing his/her personal data according to the PDP Notice.
7. By participating in this Contest, the participant hereby consent to UMWT to use, publish, exhibit and display participant’s name, the last four digits of their Identification Card Number, 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 UMWT 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 body.
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. By participating in this Contest, the participants represent that they are fully aware of the risks and hazards associated with the Contest. Further thereto, the participant assumes all risks and dangers incidental to the test drive, whether before, during or after the Contest and agree to release the Organiser from all forms of claims for loss, damage and liabilities whatsoever irrespective of its nature or cause.
12. 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 in respect to any decision or determination made by the Organiser will be entertained.
13. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia.
14. 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.