### **XPAND THE FUN Contest Terms & Conditions**

# \*\*Introduction\*\*

- a) By participating in the XPAND THE FUN ("THE CONTEST") the participants agree to be bound by all terms and conditions of THE CONTEST (including all changes, amendments, revisions, variations and modifications) and instructions of THE ORGANIZER.
- b) THE CONTEST is organised by Mitsubishi Motors Malaysia Sdn. Bhd. ("THE ORGANIZER")
- c) THE CONTEST duration is commencing from 12:00 AM 20 December, 2024 to 11:59PM 14 January, 2025 ("CONTEST DURATION"). Any late and/or invalid booking and registration entries will not be entertained.

# \*\*Eligibility to Enter\*\*

- a) THE CONTEST is open to owners who have successfully registered their profile in the XPANAUTS website before the CONTEST DURATION end.
- b) THE ORGANIZER, its directors and employees are not eligible to participate in THE CONTEST.

### \*\*How to Enter\*\*

a) To participate in this Contest and to be eligible to win, participants must comply with each of the following:-

# Step 1:

Snap photos of you and your XPANDER completing these themes:

- Nature Getaway
- Chill Out Spot
- Stunning Sunset
- Hot & Spicy
- Lokal Kopi

# Step 2

Upload the photo on XPANAUTS with #XPANDTHEFUN

- a) Each participant can submit as many photos as they want for each challenge.
- b) All submissions must include the XPANDER in the photo. Entries failing to meet this requirement will be disqualified.

### \*\*The Prize\*\*

- a) There will be a total of **TWENTY-TWO [22] prize winners** throughout the entire Contest Period. Each winner will **win ONE [1] prize** from the categories below:
  - **Grand Prize:** 1x Vehicle Side Awning
  - Second Prize: 3x Stanley Adventure The Quencher H2.0 Flowstate Tumbler
  - Third Prize: 3x Nitecore Portable Fan
    Consolation Prize: 5x RM50 fuel vouchers
  - Participation Prize: 10x RM20 Touch 'n Go eWallet credits
- b) THE PRIZE is non- assignable, non-transferable, non-exchangeable and non-redeemable for cash or any other prize.
- c) Participants are responsible for any transportation required to collect their prize.
- d) THE ORGANIZER is entitled at its discretion to change or replace any of these offered prizes with any prize of equivalent value at any time without giving any prior notice to the participants. The prizes are not exchangeable for cash or any other alternatives and are strictly not transferable, assignable or exchangeable.
- e) THE ORGANIZER does not make any representation or warranty whether express or implied and shall not be liable in any way in regards to the quality, fitness for any purpose, merchantability and/or the suitability of the offered prizes.

## \*\*Winner Announcement\*\*

- a) The TWENTY-TWO [22] winners will be selected based on the most creative submissions and have completed all FIVE [5] themes and fulfilled the contest requirements within the CONTEST DURATION.
- b) Winners will be contacted or notified via phone or email linked to their XPANAUTS account.
- c) Winner(s) must respond to the ORGANIZER's email within fourteen (14) days from the said email in order to be entitled to claim THE PRIZE, failing which will result in disqualification of the winner(s), cancellation and forfeiture of the winner(s)' entitlement to THE PRIZE, and THE ORGANIZER reserves the right, at its sole and absolute discretion, to select alternate winner(s).

# \*\*Data Protection and Publicity\*\*

- a) By participating in the Contest, participants consent to the collection, use, and processing of their personal data (including but not limited to names, contact details, and submitted photos) by the Organizer for purposes related to the Contest, including winner selection, prize distribution, and promotional activities. THE ORGANIZER will handle all personal data in accordance with Malaysia's Personal Data Protection Act (PDPA) 2010. Participants' data will not be shared with third parties without prior consent, except where required by law.
- b) Participants further acknowledge, agree, and consent that THE ORGANIZER and the Related Parties retain all rights to collect, own, use, re-use, and modify any participant images or identity captured during the Contest. These images may be used for publication, marketing, advertising,

or commercial purposes in any media or material deemed appropriate by THE ORGANIZER and the Related Parties, without payment, compensation, or prior notice. Participants agree to:

- (i) fully release, discharge, waive, exempt, indemnify, and hold harmless THE ORGANIZER and the Related Parties from any liabilities or claims in connection with the collection, usage, or modification of Images; and
- (ii) not take any action or make any claim against THE ORGANIZER and the Related Parties regarding the collection, usage, or modification of Images.

### \*\*General\*\*

- a) By participating in the CONTEST, participants agree to abide by THE CONTEST's terms and conditions and THE ORGANIZER's decisions. No correspondences, enquiries, appeals, challenge, or discussion in respect to any decision or determination made by THE ORGANIZER shall be entertained.
- b) THE ORGANIZER reserves the right, at its sole discretion, to make changes, including but not limited to the following:
  - Failure to contact participants or winners for any reason.
  - Delays, failures, or non-receipt of any notifications or rewards sent to participants or winners.
- c) THE ORGANIZER reserves the right to amend or revise these Terms and Conditions without prior notice. THE ORGANIZER also has sole and absolute discretion to make decisions on any aspect of THE CONTEST, including but not limited to disqualification or invalidation of any entry, and all such decisions shall be final, absolute, and binding.
- d) The terms and conditions of THE CONTEST shall be governed by and construed in accordance with the laws of Malaysia and the courts of Malaysia to amend, revise, vary, modify, add or delete any of the terms and conditions of THE CONTEST at any time and from time to time without prior notice to the participants and participants shall be bound by such changes, amendments, revision, variation, modification, addition or deletion.
- d) THE ORGANIZER reserves the right, at its sole and discretion, to void, cancel, redesign, suspend, postpone or terminate THE CONTEST due to any unforeseen circumstances and/or circumstances beyond THE ORGANIZER's control.
- f) THE ORGANIZER, along with its related companies, authorized dealers, subcontractors, agents, and their respective directors, employees, and sia shall have exclusive jurisdiction.