

2024 CHINESE NEW YEAR SYIOK LOYALTY CAMPAIGN: STAND A CHANCE TO WIN A CAR AND AMAZING PRIZES

Last updated on 01 Dec 2023

CAMPAIGN PERIOD

TotalEnergies Marketing Malaysia Sdn Bhd's (collectively referred to as "**TEMMY**") "CHINESE NEW YEAR SYIOK LOYALTY CAMPAIGN: STAND A CHANCE TO WIN A CAR AND AMAZING PRIZES" ("**Campaign**") commences on 01 December 2023 and ends on 15 February 2024 ("**Campaign Period**").

TERMS & CONDITIONS

The following sets out the terms & conditions applicable to the Campaign ("**T&Cs**");

ELIGIBILITY

1. The Campaign is open to all existing and new account users of TotalEnergies Syiok Loyalty Program.
2. Customers who have committed or are determined by TEMMY to be potentially committing any of the acts stipulated herein shall be immediately disqualified from participating in the Campaign at the TEMMY's sole and absolute discretion.
3. The following Customers are **NOT eligible** to participate in the Campaign:
 - i. Customers who are determined by the TEMMY to be potentially committing or have committed any of the acts stipulated herein; and/or
 - ii. TEMMY's employees and TotalEnergies' Authorized Workshop's employees and/or family members. For the avoidance of doubt, "Authorized Workshop" includes any authorised workshop of TEMMY which participates or at any point of time, has participated (but no longer participating) in this Campaign during the Campaign Period.

PROMOTION MECHANICS

4. Customers who fulfil the eligibility criteria above and purchase any TotalEnergies Quartz product(s) listed below from participating TotalEnergies outlets.

Qualifying Product	Pack Size
Quartz Ineo	3L / 4L / 5L / 6L+1L
Quartz 9000	
Quartz 8000	
Quartz 7000	
Quartz Diesel 9000	
Quartz Diesel 7000	

5. Eligible participants **MUST** meet the criteria listed as follows:
 - i. Step 1: Purchase any TotalEnergies Quartz product(s) listed above from participating TotalEnergies outlets.
 - ii. Step 2: Register Syiok Member Account (Non-member) and /or login Syiok Account via <https://syiok.totalenergies.my/>.
 - iii. Upload proof of purchase and fill up the required details. By submitting this, you confirm that you have read and understand the Campaign's Terms & Conditions and Privacy Notice.
 - iv. Service submission successfully verified by the relevant authorised workshop within the Campaign period.
6. Eligible participants who meet the criteria as stated under Clause 5 will stand a chance to win the following campaign prize ("**Campaign Prize**") provided that the relevant question(s) have been answered correctly based on knowledge and skills:

Campaign Prize	No. of Winner
Grand Prize: Perodua Axia 1.0 X (A) *Roadtax, vehicle insurance, and/or any add on is not inclusive in the grand prize.	1
10g Gold Bar	3
RM50 Touch N Go Cash Rebate	150

7. The Grand Prize is not inclusive of any registration fees, insurance/takaful and related taxes in relation to obtaining the Campaign Prize. To the extent permitted by law, TEMMY is not responsible for all liabilities arising from any deferment or delay in providing the Campaign Prize or changes to the Campaign Prize details or any unforeseen circumstances beyond the reasonable control of TEMMY and for any act or default by any vendor or third-party supplier of the Campaign Prize. TEMMY reserves the sole and absolute right to substitute any prize with any other item(s) of similar value which TEMMY will notify the Winners through any method of communication that TEMMY shall at its absolute discretion decide.
8. All pictures and /or images of the prize(s) found in any advertising and marketing material are for illustration purposes only and may be different from the actual products.
9. TEMMY shall not be liable in any circumstances for any loss, damaged or stolen Campaign Prize and any request for replacement Campaign Prize shall not be entertained by TEMMY. TEMMY gives no representation or warranty with respect to the quality or suitability of the Campaign Prize and shall not be responsible to replace any lost, stolen or damaged Campaign Prize (whether due to defects in materials or workmanship by manufacturer under warranty or otherwise). The Winner shall deal directly with the relevant merchant(s) and/or manufacturer(s) for all warranty information and claims without recourse to TEMMY.

WINNER'S SELECTION AND CAMPAIGN PRIZE FULFILLMENT

10. Eligible customers who meet the criteria as stated under Clause 5 are eligible to enroll in the Campaign's winner selection (lucky draw) by **TWO POINTS SDN BHD (752260-V)**. Winners' names will be listed in the Winner Announcement which will be published on TotalEnergies official sites by **15 March 2024**.
11. Prizes in the form of cash reward will be credited directly into the Winner's valid and active Touch N Go eWallet, which it must be registered under the Winner's Name, NRIC / Passport Number (identification) and contact number.
12. Eligible customers are advised to provide valid and complete personal information especially contact number and e-mail address, in the event any further information needed regarding their Touch 'n Go eWallet accounts.
13. The Winners will be contacted individually via telephone. In the event TEMMY is unable to contact the Winner(s) at the contact number provided or registered with TEMMY for reasons including, but not limited to, no reply, number not in use, no connection, etc. TEMMY may at its discretion make a second and third attempt to contact the Winner(s) within the same day of the first attempt. If the second and third attempt are unsuccessful, the Winners shall be disqualified from this Campaign and shall not be entitled to any Prize.
14. Prize presentation ceremony to be arranged for Grand prize winner. The collection date will be dependent on the vehicle waiting period, which will be advised by TEMMY. TEMMY reserves the right to request relevant documentation or written proof of identification, age and place of residence of the Winners prior to the collection of their respective Prizes. TEMMY may at its absolute discretion reserves the right to select other Eligible customers as substitute of any Winner(s) who becomes ineligible or disqualified for any reason whatsoever without any reasons thereto throughout the Campaign Period.
15. All costs, fees and/or expenses incurred or to be incurred by the Eligible Participants or winners in relation to this Lucky Draw and/or to claim the Prizes, which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Eligible Participants or winners.

TERMS AND CONDITIONS FOR THE CAMPAIGN PRIZE

16. The terms and conditions for the Grand Prize are as follows:
 - i. Standard car specifications only. It is not inclusive of optional accessories.
 - ii. Actual car specifications, model, year of manufacture and/or colour may vary from the visual advertised. Visuals shown are for illustration purposes only.
 - iii. Any props, accessories or equipment featured with the Grand Prize in any pictorial materials are for decorative purposes and shall not form part of the Grand Prize.
 - iv. Excludes the following charges and expenses which shall be borne by the Grand Prize Winner, i.e. number plate charges, road tax, insurance, registration fee, handling fee, processing fee, weighing fee, inspection fee, delivery charges, fuel charges, personal expenses and other incidental costs in relation to accepting the Campaign Prize.

- v. The Grand Prize Winner MUST claim, register and pay all the charges/fees specified herein with **MOTORS CONFIDENCE (M) SDN BHD (133081-P)** before collection of the Grand Prize, failing which, the Grand Prize will be forfeited. It is the obligation of the Grand Prize Winner to liaise directly with **MOTORS CONFIDENCE (M) SDN BHD (133081-P)** for the settlement of all necessary charges as mentioned herein.
 - vi. The Grand Prize Winner may be requested to attend the Grand Prize giving ceremony, of which the date, time and venue will be notified by TEMMY, failing which the Grand Prize will be forfeited.
 - vii. All transportation, accommodation, personal and/or any other related costs, fees and/or expenses incurred to redeem the Grand Prize are the sole responsibility of the Grand Prize Winner.
 - viii. In the event the Grand Prize is redeemed for any reason whatsoever at a retail price lower than the retail price of the Grand Prize, the difference in the retail price is not exchangeable or recoverable for cash, credit, cheque or in kind by the Grand Prize Winner.
17. TEMMY shall not be responsible for any unclaimed Campaign Prize after 30 April 2024 and any claim for the Campaign Prize after 30 April 2024 shall not be entertained.
18. TEMMY shall also not be responsible for any damages/problems/breakdown/issues pertaining to the Campaign Prize (whether major or minor) before or after the redemption of the Campaign Prize by the Campaign Prize Winner. Any issues pertaining to the Campaign Prize (including the transfer of ownership of the Campaign Prize to the Campaign Prize Winner) shall be settled between the Campaign Prize Winner and Proton and/or the relevant body / authority without recourse to TEMMY.
19. The Campaign Prize is given on an "as is where is" basis and any request or appeal to the change of the colour/specifications/model of the Campaign Prize shall not be entertained. The Campaign Prize Winner shall deal directly with **MOTORS CONFIDENCE (M) SDN BHD (133081-P)** and/or manufacturer for all warranty information and claims without recourse to TEMMY.

OTHER TERMS & CONDITIONS

20. By participating in **2024 CHINESE NEW YEAR SYIOK LOYALTY CAMPAIGN**, the Eligible Participants are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein.
21. TEMMY's decisions on any matter relating to the Lucky Draw or Winner Selection are final and binding on all Eligible Participants. If any matters arise which are not covered in these Terms and Conditions, it will be subject to the sole and absolute discretion of TEMMY. No further correspondence or attempts to dispute such decisions will be considered by TEMMY. TEMMY may at its discretion disqualify/reject any participant who does not comply with these terms and conditions stated herein and/or found or suspected of tampering with this Campaign and/or its process or the operations of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to this Campaign and/or TEMMY's social media platforms.
22. TEMMY makes no representation or warranty with respect to the quality and/or suitability of the Prizes and shall not be responsible for replacing any lost, stolen and defective Prizes, whether due to defects in materials or workmanship by manufacturer, under warranty or otherwise.
23. TEMMY reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part, or to vary, amend, alter, delete or add to any of these terms and conditions through any mode at its absolute discretion at any time with prior notice. Any such variation, amendment, alteration, deletion or addition of any of the terms and conditions herein shall be binding on customers and be deemed to be brought to customers' attention through any notice displayed at TEMMY's official website. For the avoidance of doubt, any such cancellation, termination or suspension by TEMMY shall not entitle the Eligible Participants to any claim or compensation against TEMMY for any loss or damage suffered or incurred by the Eligible Participants whether as a direct or indirect result of the act of cancellation, termination or suspension.
24. TEMMY shall not be responsible for any failure or delay of/by the postal or telecommunication authorities or any other party which may result in the Eligible Participants being excluded or omitted from participation in the Campaign or from the fulfilment process. Further, TEMMY shall not be liable for any losses, damages or cost incurred or suffered by any customers as a result of their participations in this Campaign. TEMMY shall not be liable for any default of its obligation under this Campaign due to any force majeure event which includes but not limited to the act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of TEMMY.

25. The Prizes are not transferable to any third party, non-negotiable and non-exchangeable for cash of kind or voucher(s), in part or full.
26. By participating in 2024 CHINESE NEW YEAR SYIOK LOYALTY CAMPAIGN, it is deemed that all Eligible Participants:
- i. Consent TEMMY to collect, record, hold, process, store, use and disclose their personal information for purposes which are necessary or related to the participation in the campaign.
 - ii. Consent TEMMY to disclose their personal information such as their names, addresses, telephone numbers, emails and shall be used only in relation to and for purposes of the campaign in such manner as TEMMY deems fit without further express consent from customers and without any claim for neither payment nor compensation.
 - iii. Consent that their photos or video clips to be used for current or future advertising and/or publicity in relation to the campaign in such manner as TEMMY deems fit in any media including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspaper, television network, radio stations or online and digital media and on the Internet, without further express consent from customers and without any claim for neither payment nor compensation.
 - iv. Consent to cooperate and participate without further express consents and/or payment or consideration, in all reasonable advertising and publicity activities of TEMMY in relation to this campaign. Customers agree that TEMMY has the right to publish, broadcast, televise, distribute, use or otherwise reproduce customers' post(s) on social media in relation to this Campaign without having the need to obtain prior consents of customers. Notwithstanding the foregoing, customers hereby permit TEMMY to publish and/or use photograph and/or image(s) of customers for marketing and promotional activities, as it deems fit.
27. The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

If you have any enquiries regarding these T&Cs, please email us at customersupport@totalenergies.com