# **VOLVO CAR MALAYSIA "Volvo EX30 Launch" ("EVENT")**

Event Terms and Conditions ("Event T&C")

#### 1. General

1.1 This Event is organized by Volvo Car Malaysia Sdn Bhd (Registration No. 199901007530 (482430-K)) with business address at Lot 01-13A, 13A Floor, Menara Symphony, No, 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor ("Volvo Car Malaysia").

### 2. Event Duration

2.1 The Event will take place from 26th September to 29th September 2024 inclusive ("Event Period").

# 3. Eligibility

- 3.1 Participants must fulfill the following criteria to be eligible to participate in the Event:
- i. Participants must be eighteen (18) years or older;
- ii. Participants must not be employees of Volvo Car Malaysia, its affiliated companies, the agencies connected with the Event, or individuals who are a household or an immediate family member of any of these (defined as parents, siblings, children, and spouse, regardless of where they live).
- 3.2 Volvo Car Malaysia reserves the right to verify that eligibility requirements are met and may require such further information or documents as it considers reasonably necessary for this purpose.

### 4. Participation Instructions

- 4.1 Participants are required to do the following to participate in the Event:
  - (a) Arrive at least half an hour before their allocated slot for registration. Slots will be in 30 minute increments, covering a journey from Zone 1 to Zone 5;
  - (b) Bring a valid national identification document (NRIC/passport) and a valid driving license if participating in the hands-on driving experience. Non-Malaysians must possess an international driver's license and a valid passport. Volvo Cars Malaysia reserves the right to keep a copy of the identification document/passport and drivers licence for record-keeping purposes;
  - (c) Wear appropriate attire, including covered shoes, for the driving experience. High heels, sandals, and flip flops are strictly prohibited;
  - (d) Disclose any medical conditions that may affect their ability to safely participate in the driving experience;

- (e) Attend a mandatory pre-event briefing that will cover safety procedures and event guidelines;
- (h) Pregnant individuals are not allowed to participate in the driving experience;
- (i) Be aware that in case of adverse weather or environmental conditions, the Event may be postponed or canceled. Participants will be notified accordingly;
- (j) Participants may be required to sign a waiver of liability or an acknowledgment of risk before participating in the driving experience.
- 4.2 Non-registered guests are not allowed to drive or ride along as passengers in the vehicles, Children are not allowed in the driving experience area. Their safety is the participant's responsibility.
- 4.3 Volvo Car Malaysia will provide all necessary safety equipment for the driving experience. Participants are not required to bring their own gear unless specifically instructed.
- 4.4 By attending the Event, participants consent to being photographed or filmed, and the images or recordings may be used for promotional purposes by Volvo Car Malaysia.

# 5. Safety and Conduct

- 5.1 Participants must follow all safety instructions and guidelines provided by Volvo Car Malaysia staff during the Event.
- 5.2 Participants will not operate the vehicle while under the influence of drugs or alcohol and will be subject to liability for any claims that may directly or indirectly result from such actions. Smoking tobacco products in the vehicles is strictly prohibited.
- 5.3 Volvo Car Malaysia reserves the right to remove any participant from the Event if they are found to be in violation of the Event terms & conditions or if their behavior is deemed inappropriate or unsafe.
- 5.4 Participants agree to pay all parking and traffic summonses, tolls, fines and penalties incurred in relation to their use of the vehicle during the Event.
- 5.5 Participants will notify Volvo Cars Malaysia of any accident or incident involving the vehicle, and complete an accident report within 24 hours.
- 5.6 Vehicles must remain within the designated driving area at all times.

### 6. Data Protection

- 6.1 Volvo Car Malaysia will use participants' information to administer the Event. This information will also be added to the Volo Car Malaysia database. Volvo Car Malaysia will observe and comply with the provisions of the Personal Data Protection Act 2010 and/or any regulations, rules, standards, or directions (including all the amendments made to the same from time to time) passed thereunder when processing participants' personal data.
- 6.2 By participating in this Event, participants acknowledge and consent to Volvo Car Malaysia collecting and processing their information. Volvo Car Malaysia's Personal Data Protection Notice and Consent is available here [https://www.volvocars.com/my/l/pdpa-eng/].

# 7. Limitations of Liability

- 7.1 Except for any liability that cannot by law be excluded, Volvo Car Malaysia (including its respective officers, employees, and agents) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special, or consequential, arising in any way out of or in connection with the Event and the use of any Volvo vehicles.
- 7.2 Volvo Car Malaysia is not responsible for any technical difficulties, equipment malfunctions, theft, unauthorized access, or third-party interference that may occur during the Event or impact the use or operation of Volvo vehicles.

### 8. Miscellaneous

- 8.1 The participant warrants all information provided by the participant to Volvo Car Malaysia in relation to this Event is true and accurate.
- 8.2 Volvo Car Malaysia reserves the right to disqualify any participant from this Event if it has reason to believe that the Event terms & conditions are not being observed.
- 8.3 If any provision of the Event terms & conditions is held invalid by any law, rule, order, or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.
- 8.4 The Event terms & conditions, and all issues arising out of it shall be governed in accordance with the laws of Malaysia and are subject to the exclusive jurisdiction of the courts of the said territory.
- 8.5 By participating in this Event, all participants acknowledge and agree to be bound by the Event terms & conditions.