

TERMS AND CONDITIONS

VOLVO A-MOOSE-MENT DAY 2025

AGREED TERMS

The definitions and rules of interpretation for the following Terms & Conditions ("Terms and Conditions") are as follows:

- "Organiser" or "the Organiser" refers to Volvo Car Malaysia Sdn Bhd with Registration No. 199901007530 [482430-K] with its business address at Lot 01-13A, 13A Floor, Menara Symphony, 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor, Malaysia.
- "Agent" refers to persons, contractors, service providers, match referees, linesmen, volunteers and agencies appointed by the Organiser and/or the Event Partner(s) to facilitate the organisation of the Tournament.
- "Event Partner(s)" refers to Padelground Malaysia Sdn Bhd with Registration No. 202201032444 [1478141-H] located at 3, Jalan Bukit Kiara 1, Bukit Kiara, 60000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("Padelground"); Soul Dining Sdn Bhd with Registration No. 202301033028 (1526951-T) located at 3, Jalan Bukit Kiara 1, Bukit Kiara, 60000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("NOA"); Tribe Boxing Sdn Bhd with Registration No. [124811-X] located at Lot LG5-3, Arcoris Mont Kiara, Jalan Kiara, 50480 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("Tribe"); Fitsocial Lab Sdn Bhd with with Registration No. [1529537-P] located at 3, Jalan Bukit Kiara 1, Bukit Kiara, 60000 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("Pickle Social Club"); Project Studio Sdn Bhd with Registration No. 190332100062 [1276058-H] located at 7, Jalan Riong, Bangsar, 59100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("The Flow Studio"); 176 Avenue Sdn Bhd with Registration No. 201501034752 located at 176, Jalan Maarof, Bangsar, 59100 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia ("176 Avenue"); and any other party engaged by the Organiser; who are the participating vendors for the Event.
- "Participant" refers to individuals who own a Volvo vehicle and who have completed the Event registration process.
- "Referrals" refers to individuals referred by a Participant, who have paid the requisite participation fee and completed the Event registration process in accordance with clause 4.
- "Complimentary Guest" refers to adults aged 18 years or older who have completed the Event registration process in accordance with clauses 3.4 and 3.5.
- "Children" refers to individuals under 18 years of age who are guests of a Participant or Referral and who have completed the Event registration process.
- "Registered Individuals" refers to "Participant", "Referrals", "Complimentary Guest" and "Children" who have completed the Event registration process.
- "Event" or "the Event, refers to the Volvo A-Moose-Ment Day to be held on the 15th of February 2025.

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”)
- 1.2 The Organiser reserves the right to unilaterally add on, modify or substitute any of these terms and conditions at any time as it deems fit without prior notice. If there is ambiguity in any of the provisions of the Terms and Conditions, the Organiser shall have sole discretion to interpret the ambiguous provision(s) as it deems fit.
- 1.3 If you cannot accept these Terms and Conditions or the risks associated with the Event, please do not proceed further with registration for this Event.
- 1.4 By participating in the Event, you acknowledge you have read and agreed to all the provisions in the Terms and Conditions for the Event.

2. EVENT DURATION

- 2.1 The Event will take place on 15 February 2025 inclusive (“Event Period”).

3. PARTICIPANT REGISTRATION & ELIGIBILITY

- 3.1 Registration for the Event can only be done via the official website at <https://forms.volvocarmalaysia.com/a-moose-ment-day>. No registration is allowed via email, mobile communications, or direct communications with the Organiser, Event Partner(s), and/or Agent(s).
- 3.2 Registration for the Event can be done between Friday, 10th January 2025 and 10th February 2025 (inclusive) or until all available Event slots are fully filled.
- 3.3 The Organiser reserves the right to close registration early and/or move new registrations into a waitlist if the Event slots are filled.
- 3.4 Each Participant is allowed to register one Complimentary Guest and a maximum of four Children as guests for the Event. Children must be supervised by the Participant with their safety being the Participant’s responsibility.
- 3.5 The following details will be collected as part of the registration process:
 - (a) Full name, email address, mobile phone number, national identification number, and gender of the Participant, along with the details of one (1) complimentary guest and up to four (4) Children, if applicable.

- (b) To register, the Participant must be a Volvo owner and is required to submit their Vehicle Identification Number (“VIN”) and car model, which will be used to authenticate their ownership and entitlement to participate in the Event. Each VIN may be used to register one Participant only.
- 3.6 The Participant is solely responsible for obtaining the consent of their Complimentary Guest and Children before submitting their information during the registration process.
- 3.7 The Participant may nominate up to two (2) Referrals to participate in the Event. The Referrals must register separately using referral codes obtained during the Participant’s registration and pay the required registration fee. Referrals cannot be changed or transferred.
- 3.8 Participant may, at their discretion, pre-select activity slots at either TRIBE or The Flow Studio during registration as follows.
- i. Participants may register for up to one (1) slots for themselves and one (1) Complimentary Guest at TRIBE, subject to slot availability. Children are not permitted to participate in activities at TRIBE.
 - ii. Participants may register for up to one (1) slots for themselves, one (1) Complimentary Guest, as well as up to four (4) slots for Children at The Flow Studio, subject to slot availability. The timing for children's yoga sessions may differ and will be determined at the sole discretion of the Event Partner.
 - iii. Slot changes and transfers at TRIBE or The Flow Studio is strictly prohibited and slots will be forfeited in the event of a no-show.
 - iv. Participants will still be allowed to participate in the activities at TRIBE or The Flow Studio should they arrive late for their scheduled time, however they will only be able to utilise the remainder of the scheduled time slot.
 - v. Registered Individuals are solely responsible for managing their schedules during the Event. If a Registered Individual selects activities with overlapping times, the conflicting slots will be forfeited in the event of a no-show.
 - vi. Participants may register for each activity only once. Additional slots, if available, may be offered at the sole discretion of the Organiser.
 - vii. Should Participant attend The Flow or The Tribe activities, their Children remain under the sole responsibility of the Participant. The Organiser will not be liable for the safety or conduct of Children during these activities.
- 3.9 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. REFERRAL REGISTRATION AND ELIGIBILITY

- 4.1 Registration for the Event can only be done via the official website at <https://forms.volvocarmalaysia.com/a-moose-ment-day>. No registration is allowed via

email, mobile communications, or direct communications with the Organiser, Event Partner(s), and/or Agent(s).

- 4.2 Registration for the Event can be done between Friday, 10th January 2025 and 10th February 2025 (inclusive) or until all available Event slots are fully filled.
- 4.3 The Organiser reserves the right to close registration early and/or move new registrations into a waitlist if the Event slots are filled.
- 4.4 Referrals may register for the Event by submitting a referral code received from a Participant and paying a registration fee of MYR300. Each Participant receives a maximum of two (2) referral codes only.
- 4.5 Each Referral may register of up to two (2) Children as guests for the Event. Children must be supervised by the Referral with their safety being the Referral's responsibility.
- 4.6 The following details will be collected as part of the registration process:
 - (a) Full name, email address, mobile phone number, national identification number, and gender of the Referral, along with the details of up to two (2) Children, if applicable.
- 4.7 The Referral is solely responsible for obtaining consent from up to two (2) Children and their respective guardians or parents before submitting their personal information during the registration process.
- 4.8 In the event that the Organiser cancels, postpones or changes the venue of the Event, refunds will be issued to Referrals who have successfully registered.
- 4.9 To the fullest extent permitted by law, no refunds will be provided under any other circumstances, including but not limited to withdrawal from the Event, no-shows, failure to meet eligibility requirements, or dissatisfaction with the Event experience.
- 4.10 Referrals are strictly prohibited from transferring, selling, or swapping their entries to any other party after registration has been confirmed.
- 4.11 Payments are processed by the Organiser's authorised Agent via a secure third-party payment gateway. All transactions are in Ringgit Malaysia and may incur currency exchange differences, which are to be borne by the payer if payment is made via a foreign bank or credit card. The Organiser and/or its Agent(s) shall not be liable for any financial losses arising from the misuse of the payment gateway.
- 4.12 Referrals may, at their discretion, pre-select activity slots at either TRIBE or The Flow Studio during registration as follows.
 - i. Referral may register for one (1) slot for themselves at TRIBE, subject to slot availability. Children are not permitted to participate in activities at TRIBE.

- ii. Referrals may register for up to one (1) slot for themselves and up to two (2) slots for Children at The Flow Studio, subject to slot availability. The timing for children's yoga sessions may differ and will be determined at the sole discretion of the Event Partner.
- iii. Slot changes and transfers at TRIBE or The Flow Studio is strictly prohibited, and slots will be forfeited in the event of a no-show.
- iv. Referrals will still be allowed to participate in the activities at TRIBE or The Flow Studio should they arrive late for their scheduled time, however they will only be able to utilise the remainder of their registered time slot
- v. Referrals and Children are solely responsible for managing their schedules during the Event. If a Referral, Complimentary Guest, or Children selects activities with overlapping times, the conflicting slots will be forfeited in the event of a no-show.
- vi. Referrals may register for each activity only once. Additional slots, if available, may be offered at the sole discretion of the Organiser.
- vii. Should Referrals attend The Flow or The Tribe activities, their Children remain under the sole responsibility of the Participant. The Organiser will not be liable for the safety or conduct of Children during these activities.

4.13 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.

5. EVENT DAY REGISTRATION AND HOSPITALITY

- 5.1 Event Day registration will commence at 8:30 AM and conclude at 6:00PM on the Event day.
- 5.2 Registered Individuals must register at the designated main registration counter. Upon registration, each will be issued a unique identification code and a redemption card which grants access to additional limited services.
- 5.3 Access to the Event Partner venues, activities, food, and beverages is contingent upon presentation of the unique identification code. Failure to present the code may result in refusal of entry or participation.
- 5.4 Access to the limited-edition items such as goodie bags, the ice-cream truck and Milo truck beverages is contingent upon presentation of the Registered Individual's redemption card issued by the Organiser. Each Registered Individual is only able to redeem the limited-edition items once. Failure to present the redemption card may result in refusal of services or the forfeit of these items.

- 5.5 The Event Partner(s) reserves the right to remove any Registered Individual from the Event if they breach the Event's terms and conditions or engage in behaviour deemed inappropriate, unsafe, or disruptive.
- 5.6 Complimentary food and beverages will be served all-day at during the Event to Registered Individuals. The designated lunch timing is between 12:00 PM to 2:00 PM. The Organiser and its representatives reserve the right to refuse food or beverage service if individuals fail to present their unique identification code.

6. ACTIVITIES

- 6.1 The following clauses apply to activities at Padelground and The Pickle Social Club, hosted by the Organiser and Event Partners:

- i. Activities at Padelground and The Pickle Social Club operate on a first-come, first-served basis. Slots are subject to availability, and Registered Individuals must register at the designated registration counters at each venue.
- ii. Each Registered Individual is solely responsible for managing their activity schedules. Any conflicting or overlapping slots will be forfeited without compensation in the event of a no-show.
- iii. Registered Individuals cannot requeue for forfeited slots resulting from a no-show.
- iv. Registered Individual may register for each activity only once. Additional slots may be offered at the sole discretion of the Organiser, subject to availability.
- v. Each activity slot at Padelground and The Pickle Social Club is limited to 30 minutes and is reserved for the Participant or Referral and their registered guests. The Organiser reserves the right to combine slots with other individuals upon request and at its sole discretion, subject to availability.
- vi. Children may participate in Padel and Pickleball activities only under the supervision of a Registered Individual. The safety, well-being, and conduct of Children are the sole responsibility of the registering Participant or Referral.
- vii. The Organiser and Event Partners reserve the right to modify slot availability and Event activities without prior notice.

- 6.2 The following clauses apply to the Scavenger Hunt, the Kids Safety Driving and activities at 176 Avenue, hosted by the Organiser and Event Partners:

- i. The Scavenger Hunt, the Kids Safety Driving and activities at 176 Avenue operate on a first-come, first-served basis. Slots are subject to availability; Registered Individuals must register at the designated registration counters at each venue.
- ii. Each Registered Individual is solely responsible for managing their activity schedules. Any conflicting or overlapping slots will be forfeited without compensation in the event of a no-show.
- iii. Registered Individuals cannot requeue for forfeited slots resulting from a no-show.

- iv. Registered Individuals may register for each activity only once. Additional slots may be offered at the sole discretion of the Organiser, subject to availability.
- v. Participants and Referrals are fully responsible for the supervision and safety of their Children during all activities. The Organiser assumes no liability for accidents, injuries, or incidents involving Children.
- vi. The Organiser and Event Partners reserve the right to modify slot availability and Event activities without prior notice.

7. CONDUCT, ETIQUETTE AND PERSONAL BELONGINGS

- 7.1 Registered Individuals must adhere to all safety guidelines and instructions provided by the Organiser, Event Partner(s) and/or Agents during the Event. Failure to comply may result in cancellation of activity registration and/or removal from the Event, without refund or compensation.
- 7.2 Participants and Referrals must ensure that Children always remain under their direct supervision. The Organiser assumes no responsibility for the safety, welfare, or conduct of unattended or unsupervised Children during the Event.
- 7.3 The safety and supervision of Children during the Event is the sole responsibility of the Participant. The Organiser will not be held liable for any accidents, injuries, or incidents involving Children while on the Event premises or during activities.
- 7.4 Registered Individuals shall be solely responsible for the safekeeping of their personal belongings and the Organiser, Event Partner(s) and/or Agents shall in no way be held responsible for any loss of or damage to personal property as a result of participation in or attendance at the Event.
- 7.5 Only Registered Individuals are allowed access to the Event venue(s), hospitality and activities. The Organiser, Event Partner(s) and/or Agents reserve the right to refuse entry to any and all other parties.
- 7.6 Registered Individuals are expected to treat other Registered Individuals and the Organisers with respect and courtesy throughout the Event. Any behaviour deemed disruptive, disrespectful, or unsafe may result in cancellation of activity registration and/or removal from the Event at the sole discretion of the Organiser, without refund or compensation.
- 7.7 Registered Individuals must wear comfortable sports attire (e.g., jersey shorts, track pants or sports skirts) and comfortable, durable sports shoes during sports activities (e.g., Padel Ball, Pickle Ball, Yoga, Pilates or Scavenger Hunts). Open-toe footwear, slippers, flip-flops, sandals, and bare feet are not allowed.

- 7.8 Parking at the Event venue(s) is at the sole risk of the Registered Individuals. The Organiser, Event Partner(s) and/or Agents shall not be liable for any loss, theft, or damage to vehicles or personal property.
- 7.9 Except for any liability that cannot be excluded by law, the Organiser (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 a party's attendance at or participation in this Event.

8. CHILDREN SAFETY

- 8.1 The safety, supervision, and conduct of all Children at or participating in the Event are the sole responsibility of the Participant or Referral (collectively referred to as the "Responsible Person") who registered the Children for the Event.
- 8.2 The Responsible Person must ensure that Children are always supervised during the Event. The Organiser, Event Partners and/or Agents are not responsible for providing supervision for Children.
- 8.3 The Registered Individual must ensure that Children conduct themselves in an appropriate, respectful, and safe manner throughout the Event. The Organiser, Event Partners and/or Agents reserves the right to remove any Child from the Event if their behaviour is deemed inappropriate, disruptive, or unsafe.
- 8.4 To the fullest extent permitted by law, the Organiser, Event Partners and/or Agents shall not be held liable for any accidents, injuries, loss, damages, or harm to Children, including but not limited to:
- i. Injuries or accidents occurring during participation in any Event activity (e.g., Padel, Pickleball, Kids' Safety Driving, cheerleading, scavenger hunts, etc.);
 - ii. Incidents resulting from inadequate supervision by the Responsible Person;
 - iii. Conduct or actions of the Children that result in harm to themselves, others, or property.
- 8.5 Participation of Children in any physical activities at the Event (e.g., Padel, Pickleball, Kids' Safety Driving) is at the sole discretion and risk of the Responsible Person. If the Child has any medical conditions or limitations, the Responsible Person must assess and determine their suitability for participation.
- 8.6 The Organiser strongly encourages each Responsible Person to remain vigilant and cautious regarding their Children's safety throughout the Event. The Organiser and Event Partners are not liable for any loss, injury, or harm arising directly or indirectly from a Child's participation in the Event.

- 8.7 For safety reasons, Children are strictly prohibited from engaging in activities not designated for their participation (e.g., Tribe). Failure to comply may result in cancellation of activity registration and/or removal from the Event, without refund or compensation.

9. REGISTERED INDIVIDUAL SAFETY & HEALTH

- 9.1 While the Organiser will take all reasonable precautions to ensure the safety of Registered Individuals, all activities are undertaken at their own risk. The Organiser, Event Partner(s), and/or Agents shall not be held responsible or liable for any injury, illness, or death arising directly or indirectly from attendance at or participation in the Event or its activities.
- 9.2 Registered Individuals are strongly advised to consult a medical practitioner to confirm their physical and mental fitness prior to registration and any time leading up to the Event. Participation in Event activities without appropriate medical clearance shall be at the Registered Individual's sole risk.
- 9.3 Registered Individuals are encouraged to obtain adequate personal accident, health, and injury insurance coverage prior to participating in any activities at the Event.
- 9.4 Registered Individuals with any medical condition that may be impacted or aggravated by physical exertion or participation in the Event are strictly prohibited from engaging in any Event activities. This includes, but is not limited to, the following medical conditions:
- i. Severe cardiovascular conditions, such as congenital or rheumatic heart conditions;
 - ii. Hypertension or diabetes;
 - iii. Myocarditis and other heart conditions;
 - iv. Coronary heart disease and/or coronary arterial disease;
 - v. Serious arrhythmia;
 - vi. Vertigo; and
 - vii. Any other medical condition that may pose a significant risk during physical activity or participation in the Event
- 9.5 The Organiser reserves the sole right to restrict the participation of Registered Individuals with any medical conditions not explicitly listed above if it deems participation to pose a health or safety risk.
- 9.6 Pregnant women are strongly advised not to participate in any activities at the Event, as participation may pose risks to their health and the health of their unborn child. By choosing to participate, pregnant women do so at their own risk. The Organiser, Event Partner(s), and/or Agents shall not be held liable for any injury, illness, miscarriage, or adverse outcomes resulting from their participation.
- 9.7 Registered Individuals agree to conduct themselves responsibly if consuming alcoholic beverages during the Event. Individuals shall not drink and drive and are solely responsible for arranging safe transportation, such as taxis, e-hailing services, or designated drivers.

The Organiser, Event Partner(s), and/or Agents shall not be held liable for any consequences arising from the consumption of alcohol.

- 9.8 The Organiser, Event Partner(s), and/or Agents reserve the right to deny participation in any activities if they reasonably believe that a Registered Individual is unfit to safely participate or poses a risk to themselves or others.

10. TEST DRIVE ACTIVITIES

- 10.1 A designated Test Drive Counter will be available at the Event venue for Participants, Referrals, and Complimentary Guests interested in participating in test drive activities.
- 10.2 To participate in the test drive, individuals must present the following:
- i. A valid national identification document (NRIC or passport); and
 - ii. A valid, full Competent Driving License (CDL) or a valid international driver's license for non-Malaysian participants.
 - iii. All participants are required to complete and sign a separate Test Drive & Vehicle Loan Form prior to participating in the Test Drive.
 - iv. The Organiser will retain a copy of each participant's identification document (NRIC or passport) and full Competent Driving License (CDL) for record-keeping purposes, in compliance with applicable data protection laws.
- 10.3 The Organiser reserves the right to deny test drive participation to any Registered Individual who fails to provide the required documentation, complete the signing of the Test Drive & Vehicle Loan Form or does not meet the eligibility criteria.
- 10.4 Test drives are conducted under strict supervision and safety guidelines. Participants, Referrals, and Complimentary Guests must adhere to the instructions provided by the Organiser, Event Partner(s), and/or Agents.
- 10.5 The Organiser shall not be liable for any loss, damage, or injury incurred during the test drive, except where liability cannot be excluded by law.

11. APPEARANCE RELEASE

- 11.1 By participating in this Event, a Registered Individuals authorises the Organiser, its subsidiaries, related corporations, and the Volvo Car Group of companies to use their likeness and appearance in any marketing, promotional, or event-related materials.
- 11.2 Where the Registered Individual is a parent or legal guardian of a Child, the Registered Individual agrees to sign this Appearance Release on behalf of the Child. If the Registered Individual has not pre-signed this Appearance Release for a Child, the Registered Individual may alternatively sign it during the Event Day registration process. Children shall not be

filmed, photographed, or recorded unless such consent is granted by the parent or legal guardian.

- 11.3 The Registered Individual agrees that the Organiser may film, photograph, and/or record their likeness, voice, conversation, and actions, including any performances, in connection with their or their Children's appearance at the Event. The Organiser shall be the sole owner of the results and proceeds of such filming, photographing, and recording ("Materials") and shall have the exclusive right, worldwide and in perpetuity, to use, reproduce, or license the Materials in any manner it deems appropriate, including for promotional, advertising, and commercial purposes.
- 11.4 The Registered Individual acknowledges and agrees that Organiser and its affiliates may use the Materials, including their or their Child's name, voice, likeness, and image, in all forms of media and social media (including but not limited to Facebook, Instagram, LinkedIn, and YouTube), now known or developed in the future, for purposes relating to the Event or otherwise. The Registered Individual waives any right to inspect, approve, or control the use of such Materials.
- 11.5 The Registered Individual agrees that the Organiser is relying on this Appearance Release, potentially at substantial cost, and agrees not to assert any claims, whether for injunctive relief, damages, or otherwise, arising from the use of the Materials by the Organiser or with the Organiser's consent.
- 11.6 The Registered Individual agrees to release, defend, indemnify, and hold harmless the Organiser, its Event Partners, affiliates, officers, directors, employees, and agents from any and all claims, demands, costs (including legal fees), and causes of action, including but not limited to defamation, bodily harm, emotional distress, or invasion of privacy, arising out of or in connection with the filming, recording, or use of the Materials involving themselves or their Children.
- 11.7 The Registered Individual consents to the processing of their personal data, including the personal data of their Children, in accordance with the Organiser's Personal Data Protection Act Notice and Consent.
- 11.8 The Registered Individual confirms that they are at least 18 years of age and legally competent to enter into this agreement on their own behalf and on behalf of any registered Children. The Registered Individual confirms they are the parent or legal guardian of their registered Children, or have the consent of the parent or legal guardian to enter into this agreement on their behalf.
- 11.9 This Appearance Release, and all matters arising out of or relating to it, shall be governed by the laws of Malaysia, and any disputes shall be subject to the exclusive jurisdiction of the courts of Malaysia.

12. MISCELLANEOUS

- 12.1 The Registered Individual warrants all information provided by the participant to Volvo Car Malaysia in relation to this Event is true and accurate.
 - 12.2 Volvo Car Malaysia reserves the right to disqualify any party from this Event if it has reason to believe that the Event terms & conditions are not being observed.
 - 12.3 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.
 - 12.4 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.
 - 12.5 By participating in this Event, all participants acknowledge and agree to be bound by the Event terms & conditions.
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PERSONAL DATA PROTECTION ACT NOTICE AND CONSENT

With the enforcement of the Personal Data Protection Act 2010 (“The Act”) since 15 November 2013 and strictly in accordance with Section 7 of the Act, we at VOLVO CAR MALAYSIA SDN BHD, our subsidiaries and related corporations, including the Volvo Car Group of companies (hereinafter referred to as “Volvo Car Malaysia”) and also our dealers (collectively referred to as “we” or “us” or “our”), wish to assure you that we take your privacy seriously and are committed to the protection of our customer’s personal data.

This written notice (“Notice”) serves to inform you of your rights in respect of your personal data that is being processed or that is being collected and further processed by us or on our behalf.

In line with our compliance with The Act and our said commitment, we wish to inform that your personal data (including sensitive personal data and any additional information you may subsequently provide to us) such as your name, salutation, photograph(s), video and audio recordings, NRIC or passport number, copies of your NRIC or passport, gender, race, religion, ethnic group, nationality, date of birth, age, address(es), e-mail address, contact details, credit card(s)’ details, marital status, details of your immediate family, details of your employment and income, loan details, property(ies) details, introducer’s details, lifestyle data, background check results and other relevant data gathered from you or from the documents as prescribed in the paragraph below, may be used for the purposes of:

- (a) performing pre-contractual activities and our contractual obligations with you including assessing and/or processing any application submitted by you;
- (b) ensuring the performance by you of your pre-contractual and contractual obligations to us;
- (c) granting you access to, and monitoring your use of our platform (“Platform”);
- (d) facilitating your purchase and the preparation of a sale;
- (e) managing and servicing our relationship with you and providing you with better customer service;

- (f) conducting market surveys, research on planning, trend analysis product, goods and services;
- (g) sending updates, pamphlets, advertising and promotional materials, and commercial material;
- (h) publishing photographs, and/or video and audio recordings of you, which are captured during your participation in our events, on our Platform, media platform or social media platform;
- (i) verifying your financial standing through credit assessment/reporting check and conducting background checks, if necessary;
- (j) verifying and carrying out financial transactions in relation to payments made by or to you and administering and processing any payments related to products and/or services requested or purchased by or provided to you;
- (k) inviting you to participate in our events, programmes and other activities organised or sponsored by us or on our behalf;
- (l) obtaining professional advice and enforcing our rights;
- (m) communicating with you and responding to your inquiries;
- (n) providing you with information on our products and services;
- (o) reporting to any relevant authorities;
- (p) responding to any claims or legal process;
- (q) preparation and submission of any claims and payments to any party or for any audit /checks by any party for whatever purpose related to our business;
- (r) enabling us to respond to your request for a test drive session;
- (s) enabling you to utilize our support services such as joining the Volvo car owners forum;
- (t) complying with any legal or regulatory requirements; and
- (u) such other purposes authorised by you or directly related to the foregoing.

(collectively, the “Purposes”).

Your personal data is and will be collected from you and/or from our dealers and/or from the information you have provided in the documentation that you have provided to us, all application, registration or request forms (whether electronic or otherwise) that you have completed, together with any other information that we may obtain about you from oral or written communications and/or when you use our Platform or enquire about our products/services.

We may keep your personal data for a reasonable period to enable us to fulfil the Purposes.

We may also disclose or share your aforesaid personal data, which were gathered from the various sources mentioned above, to our business partners and associates as follows:

- (v) any entities within the Volvo Car Malaysia group or Volvo Car Group of companies;
- (w) any third parties including but not limited to Volvo Car Malaysia’s contractors, dealers, distributors, suppliers, consultants, solicitors, agents, auditors, employers, partners, joint venture partners, advertisers, purchasers, network operators, property management companies, service and product providers (including those who assist us in providing our Platform), associate companies, any relevant authorities (government/non-governmental), embassies, statutory bodies, regulatory bodies and financial institutions;
- (x) any other persons under a duty of confidentiality to Volvo Car Malaysia;

- (y) credit reporting agencies and background check agencies;
- (z) our actual or potential assignee, assignor, transferee or transferor in respect of any rights, interests, obligations and/or properties relevant to the arrangement/contract between you and us;
- (aa) third parties due to any actual or potential corporate restructuring or exercise (including without limitation merger, acquisition and/or the restructuring of our business, assets and/or liabilities); and
- (bb) organisations who provide archival, auditing, professional advisory, debt collection, insurance, marketing, banking, advertising, mailhouse, delivery, recruitment, call center, technology, research, utility, loyalty programme and security services.

Save for the foregoing (which you hereby give your consent), your personal data will not be knowingly transferred to any place outside Malaysia or be knowingly disclosed to any other third party.

For the Purposes, we or our business partners and associates may contact you by mail, e-mail, telephone, SMS, fax or any form of electronic communication to keep you informed on services or products which may be of interest to you.

You also consent to our transferring your personal data to such countries in the world where Volvo Car Malaysia has dealings with which do not provide the same level of data protection as Malaysia, if necessary for the above Purposes. If we do make such a transfer, we will put a contract in place to ensure your personal data are protected.

You have the right to request access to your personal data (for which we may charge you a prescribed fee), to limit the processing of your personal data or request us to cease or not begin processing your personal data for purposes of direct marketing, to withdraw your consent previously given to us (in full or in part), to ask for correction of your personal data, and to contact us with any inquiries or complaints in respect of your personal data, by contacting:

Officer, Customer Care

Phone number: +603 7947 1800
Volvo Car Malaysia,
Lot 01-13A, 13A Floor
Menara Symphony
No. 5 Jalan Prof. Khoo Kay Kim, Seksyen 13
46200 Petaling Jaya, Selangor, Malaysia.

or e-mail us at the following address:

mycare@volvocars.com

We endeavour to take reasonable precautions to ensure that the personal data that we collect and/or process are accurately reflected in our systems in accordance with the details provided by you. Therefore, the accuracy of the personal data depends to a large extent upon the information you provide to us. Kindly inform us immediately at the address above if your personal data provided to us is incorrect, inaccurate or out of date.

It is obligatory to supply us with the personal data indicated as compulsory in our forms for us to perform any of the Purposes. If you fail to supply us the compulsory personal data as requested, we may be unable to process your personal data for any of the Purposes.

If you give us information about another person, you confirm that the other person has appointed you to act on his/her behalf and has agreed that you can:

- (cc) give consent on his/her behalf to the processing of his/her personal data (including any sensitive personal data);
- (dd) give consent to the transfer of his/her personal data abroad;
- (ee) receive on his/her behalf any data protection notices.

If you do not consent to us processing your personal data in the manner aforesaid, please let us know by contacting us at the address or e-mail stated above.

Please note that:

- This Notice is issued in both Malay and English languages and in the event of any inconsistency, the English version shall prevail; and,
- Volvo Car Malaysia reserves the right to amend or vary this Notice from time to time which will be updated automatically on our Platform. You are advised to visit our Platform from time to time. Any such amendments will be effective upon such notification. By continuing to engage with us and/or accessing our Platform, after the issuance of such amendment notice, you will be considered as having agreed to this Notice (as amended and updated).

WAIVER CLAUSE

In consideration of the acceptance of your participation, you, your heirs, successors and assignees, do hereby unconditionally and irrevocably waive and release the Organiser, the Event Partners, the Agents, as well as all persons, contractors, agents, service providers, volunteers and agencies connected from all complaints, demands, claims, liabilities, proceedings, suits, losses and/or damages of any kind whatsoever due to or relating to or arising directly or indirectly out of your participation in the Tournament, including without limitation, personal injury and/or death.