

## **Introduction**

1. This “TREVO x Carsome Campaign” (“**Campaign**”) is jointly organised by **Future Mobility Solutions Sdn. Bhd. [Registration No.: 201901010667 (1319995-W)] (“TREVO”)** and **Carsome Certified Sdn. Bhd. [Registration No.: 202101006178 (1406477-D)] (“Carsome”)**.

TREVO and Carsome shall be collectively referred to as the “**Organisers**”.

2. This Campaign is governed by the terms and conditions set out hereunder (“**Terms and Conditions**”) and by participating or upon entry of this Campaign, all participants (“**Participants**”) agree to be bound by these Terms and Conditions, and shall be deemed to have given their consent for the collection of personal information and the use of such personal information shall be in accordance with the respective Privacy Notice of the Organisers available at its official websites with no monetary payment and/or compensation.
3. Information on how to participate in this Campaign forms part of these conditions of entry. Registration for and/or participation in this Campaign is deemed as acceptance of these conditions of entry. For the avoidance of doubt, acceptance of these Terms and Conditions is a condition of entry.

## **Eligibility Criteria**

4. This Campaign is open to individuals who have a valid TREVO account and who fulfil the Campaign Mechanics stipulated in **Clause 6 of the Terms and Conditions** below.

## **Duration and Validity of the Campaign**

5. The Campaign will commence from **00:00** (GMT+8) on **01 March 2024**, and ends at **23:59** (GMT+8) on **30 June 2024** (“**Campaign Period**”). The Organiser reserves the right to amend or extend the duration of the Campaign at any time as it deems fit without prior notice and/or liability to Participants.

## **Campaign Mechanics**

6. To be eligible for the Cashback as hereinafter defined, the Participants must fulfil the following Campaign mechanics (“**Campaign Mechanics**”) during the Campaign Period:
  - a. The Participant must fill in the form by Carsome linked [here](#) and purchase any Vehicle(s) from Carsome (“**Vehicles**”)
  - b. Upon successfully purchasing the Vehicle, the Participants must list the Vehicle(s) (“**Listed Vehicles**”) at TREVO mobile application (“**TREVO App**”) and fill in the second form by TREVO linked [here](#) and thereafter submit the form; and

- c. The Participant must accept and complete the booking (“**Booking**”) of the Listed Vehicles during the Campaign Period and the travel period of such Listed Vehicle must also be completed during the Campaign Period.
7. The Organiser(s) reserves the right to immediately disqualify any entry by the Participants which is deemed incomplete. Further, where at any time prior to the redemption of the Cashback as hereinafter defined, in the event where the Organiser discovers that the said Participant:
  - a. is not eligible for the Campaign or Cashback for any reason whatsoever;
  - b. has any of his/her TREVO account terminated or suspended for any reason whatsoever;
  - c. fails to complete his/her Know-Your-Customer (KYC) process on the TREVO App;
  - d. has committed or is suspected of committing any misconduct, fraudulent, harmful or wrongful acts in relation to his/her participation in this Campaign or to the Organisers;
  - e. has breached these Terms and Conditions and/or the Organisers’ terms and conditions which can be located at <https://trevo.my/terms-of-service> (“**TREVO General Terms and Conditions**”) and <https://www.carsome.my/news/wp-content/uploads/2024/01/CARSOME-x-Trevo-TnC.pdf> (“**Carsome General Terms and Conditions**”); or
  - f. is otherwise not in good standing with the Organiser or the local laws of Malaysia,

the Organiser shall reserve the right at its sole discretion without assigning any reason thereto, to disqualify such Participant and reject the pay-out of Cashback to the Participant. All decisions made by the Organiser in relation to the Participants and Cashback shall be deemed final and no correspondence, appeal nor complaint from any Participants will be entertained.

8. TREVO reserves the rights to determine the validity of the Participant’s TREVO account based on, but not limited to the activity and the ownership of the Participant’s TREVO account.
9. The Organiser reserves the right in its sole discretion, at any time, to verify the eligibility of the Participants. Without limitation, the Participants agree to provide all necessary information to the Organiser as required for the purpose of this Campaign upon request.
10. The Participants may be contacted, at any time as deemed appropriate by the Organiser, via email or any other mode of communication deemed appropriate by the Organiser for the purpose of this Campaign.
11. Only the Participants who fulfil the Campaign Mechanics and comply with the Terms and Conditions shall receive the Cashback. The Participants who fail to fulfil the Campaign Requirements and breach the Terms and Conditions, TREVO General Terms and

Conditions and Carsome General Terms and Conditions or breach **Clause 7 of the Terms and Conditions** will automatically be disqualified from the Campaign without notice and liability towards the Organiser.

### **Eligibility of Cashback**

12. TREVO will provide five percent (5%) cashback from the total Host Earnings Payout inclusive of platform commission fee and sales and service tax (SST) by TREVO (“**Cashback**”) per Listed Vehicle to the Participants who fulfil the Campaign Mechanics, capped at Ringgit Malaysia Four Hundred (RM400.00) only per Listed Vehicle during the Campaign Period.
13. The Cashback is subject to verification by TREVO and shall be awarded within a specific time frame as may be determined by TREVO. TREVO may withhold any Cashback if it reasonably believes additional verification is required. Upon completion of the internal verification by TREVO, the Cashback shall be credited to the Participant’s banking account which is registered under the TREVO App
14. The Participants shall not receive any Cashback if the Participants fails to provide his/her complete and accurate payout details in his TREVO account prior to the completion of the Booking. For the avoidance of doubt, the payout of the Cashbacks can only be made to banks that operate in Malaysia.
15. The decision of the Organiser in regards to Cashback payout shall be deemed final and no correspondence, appeal nor complaint from the Participants will be entertained.
16. The entry of the Participants in this Campaign and/or the acceptance of the Cashback by the Participant are taken as consent granted to the Organiser to collect the Participants’ personal data, photo, image or likeness, statements or biographical data in accordance with the Organisers’ Privacy Notice and the Participants are deemed to have consented to such use without any prior notice, monetary payment or compensations thereto.

### **Miscellaneous**

17. To the fullest extent permitted by law, by agreeing to participate in this Campaign, the Participants agree that he/she will indemnify, defend and will not hold the Organiser, the Bar Partners, its associated, subsidiary, parent and related companies and its officers, servants, employees, representatives and/or authorised agents, liable for any loss, damages, costs, claims, actions or liabilities that the Participants may incur, in connection with the Campaign, the promotion of the Campaign or in connection with the Cashback.
18. The Organiser reserves the right in its sole discretion to cancel, terminate or suspend the Campaign with or without any prior notice and/or assigning any reason. For the

avoidance of doubt, cancellation, termination or suspension by the Organiser shall not entitle the Participants to any claim or compensation against the Organiser for any and/or all losses or damages suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

19. The Organiser accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected transaction(s) whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
20. The Organiser, its subsidiaries, affiliates, and associated companies shall bear no responsibility for any damage, loss (including but not limited to direct, indirect, special and consequential loss or loss of profits), expense, liability, disappointment, personal injury, or death which is incurred, suffered or sustained (whether or not arising from any person's negligence) by the Participants in connection with this Campaign, the promotion of this Campaign except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The Terms and Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional or advertising materials for the Campaign.
22. The Organiser reserves the right in its sole discretion to vary, delete or add to any of the terms and conditions contained herein, without any prior notice to the Participants. The decision of the Organiser in relation to every aspect of the Campaign including but not limited to the Cashback awarded to Participants shall be deemed final and conclusive under any circumstances and no correspondence, appeal nor complaint from any Participants will be entertained.
23. The Organiser shall not be liable for any failure to comply or for any delay in performing its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not limited to, weather conditions, fire, flood, hurricane, computer system malfunction, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, epidemic and pandemic as pronounced by the World Health Organisation, inevitable accidents, supervening legislation or any other circumstances of whatsoever nature beyond the control of the Organiser.
24. All expenses associated with this Campaign such as transportation, accommodation or any other costs of a personal nature that are not stated (if applicable) shall be solely borne by the Participants.
25. All taxes, rates, government fees or any other charges that may be levied against the Participants under applicable laws, if any, in relation to this Contest, shall be solely borne by the Participants.

26. The Terms and Conditions may be translated to other languages. In the event of any inconsistency between the English and translated versions, the English language shall prevail.
27. Any Terms and Conditions contained herein which are illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining Terms and Conditions.
28. For the avoidance of doubt, the headings of any sections and paragraphs herein are included solely for convenience of reference and shall not limit or otherwise affect in any way the meaning or interpretation of these Terms and Conditions.
29. These Terms and Conditions are governed by the laws of Malaysia and subjected to the jurisdiction of a forum in Malaysia.