

Terms & Conditions

i. Ayuh Malaysiaku Campaign

- Ayuh Malaysiaku (“Campaign”) is open to all myTukar retail customers and the campaign starts from 1st August 2022, 00.01am (GMT+8) (“Commencement Date”) until 31st August 2022, 12.59pm (GMT+8), both dates inclusive (“Campaign Period”). All bookings received after the campaign period will not be entertained.
- myTukar reserves the right, at its absolute discretion, to vary, postpone, reschedule and/or extend the Campaign Period and/or cancel/terminate the campaign at any time without prior notice.
- Purchasers of national cars, including Proton and Perodua are entitled to enjoy up to 6 times free service at any myTukar service centre within 3 years from the date of purchase.
- Purchasers of non-national cars are entitled to enjoy up to 4 times free services at any myTukar service centre within 2 years from the date of purchase.
- The services have to be redeemed at myTukar Service Centre nationwide.
- The campaign is only valid for bookings made within the campaign period, including the payment of the prescribed booking fee. The vehicle down payment transaction must be completed within thirty (30) days from the date of booking.
- The campaign is not applicable with other ongoing campaigns unless stated otherwise. Simultaneously, discount rebate vouchers or any other ongoing promotions are not allowed to be stacked on top of the Campaign.
- The free services are not exchangeable or redeemable to cash terms or to any other form of discount or prize.
- The free services are solely entitled for the Campaign and not allowed to opt for or exchange with other prizes.
- myTukar reserves the right to replace the free services with another item or service of any value when the free services are not available for any reasons whatsoever without prior notice.
- myTukar shall have the full discretion to determine the eligibility of the customer for the Campaign; and for any terms not specifically mentioned herein. myTukar reserves the rights to change or amend the Campaign’s mechanics, incentives, rewards, and the terms and conditions anytime without prior notice.
- myTukar at its absolute discretion, reserves the right to omit, add or amend these terms and conditions at any time without any prior notice. Any new or

amended terms and conditions will supersede the existing terms and conditions with immediate effect.

- myTukar reserves the right, at its absolute discretion, to vary, postpone, reschedule, shorten and/or extend the Campaign and/or cancel/terminate the Campaign at any time without prior notice.
- myTukar reserves the rights to change or amend the Campaign's mechanics, incentives, rewards, and the terms and conditions anytime without prior notice.
- To the maximum extent permitted by law, myTukar excludes all liability in connection with the Campaign including any damages relating to the free services or misuse of the free services, or claims, liabilities, losses, or damages arising out or in connection with the Campaign. All customers agree to release myTukar from any indemnification and against all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity); whether direct or indirect, special, or consequential arising from participation in the Campaign.
- The free services are accepted entirely at the risk of the customers.
- The free services cannot be transferred, upgraded, assigned, exchanged, or be the subject for a refund in cash or kind whether in part or in full.
- Other than the provision of the free services, any and all costs, charges, fees, rate, levies, taxes and/or expenses of whatsoever nature that are associated with the Campaign and/or the free services shall be the sole responsibility of the customers.
- MyTukar shall have the full discretion to determine:
 - (a) The eligibility of the customers for the Campaign;
 - (b) The disqualification of any customers who fail to comply with the terms and conditions stated herein and relating to the purchase of car or violates any applicable laws or regulations;
 - (c) The disqualification of any customers and the retraction of the free services. If myTukar has proof or reasonably believes that the customers have undertaken fraudulent practice and/or activities to obtain the free services or undertaken any activities harmful or prejudicial to the Campaign or to myTukar in which case myTukar reserves the right to report the customers to the authorities of the relevant jurisdiction; and
 - (d) any terms not specifically mentioned herein.
- myTukar's decisions on any matter relating to the Campaign are final and binding on all participating customers. If any matters arise which are not covered in these terms & conditions, they will be solely determined by myTukar.

- myTukar shall not be responsible for any typographical errors or misprint under these terms and conditions.
- myTukar shall not be liable for any failure to comply or 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, failure of any technical or electric device, data processing system, transmission line, electrical failure, acts of god, civil commotions, embargoes, war, insurrections, strikes, lockouts, riot, fire, floods or tempest, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis resulting in quarantine, business/travel restrictions, curfew restrictions or other employee restrictions, and other circumstances of whatever nature beyond the reasonable control of myTukar.
- To the maximum extent permitted by law, myTukar excludes and disclaims any representations, warranties, or endorsement, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the free services.
- By virtue of participation in the Campaign, the customers signify their absolute and unconditional acceptance and agreement to all the terms and conditions stipulated herein.

ii. Personal Information

- By participating in the Campaign, all customers:
 - a) Grant consent for myTukar to collect, record, hold, store, use, disclose and process their personal information for purposes which are necessary or related to the participation in the Campaign;
 - b) Grant consent for myTukar to disclose or publish their personal information such as their names or identities and any general information that myTukar sees fit about the customers in any promotional, media, marketing, and/or advertising materials; and
 - c) Grant myTukar the absolute and unrestricted right to modify, use and publish any still or moving images of the customers for any promotional, marketing, commercial, or other related purposes, without any payment or compensation.

This clause shall survive the expiration or termination of the Campaign Period.

iii. Data Protection

- By participating in the Campaign, you agree to comply with all data protection provisions including, without limitation, the Personal Data Protection Act 2010 and any other applicable legislation relating to data protection. In this respect, you consent to the processing of your personal

data (as defined in the Personal Data Protection Act 2010) by us in accordance with the provisions of the Personal Data Protection Notice <https://mytukar.com/terms-and-conditions#privacy-policy> and for such purposes, as may be necessary for the provision of service by myTukar or as may be stipulated by myTukar and the Personal Data Protection Notice.

iv. Acknowledgment

- The customer acknowledges and agrees that neither myTukar nor their affiliates, agents, members, partners, employees, successors, or assigns shall be liable for claims, demands, compensation, costs, or expenses arising out of any damage, or loss that may be sustained by the customers or any party, whether or not caused in whole, or in part by the active, or passive actions or non-actions of myTukar or their affiliates, agents, employees, partners, members, successors, or assigns. The customer acknowledges and agrees to hold harmless, indemnify and defend the same against any claims, liabilities, damages, liens, and expenses (including legal costs and expenses) arising directly or indirectly from any such occurrences.

v. Further Assistance

- Customers may refer to myTukar's Facebook at <http://www.facebook.com/myTukar> or contact our helpline at 03-7890 4499 from Monday - Friday , 9:30AM - 6: 30PM for any info about data protection or legal rights.