


Terms and Conditions - "Valvoline Engine Health Check Program 2020"

1. The "**Promoter**" of Valvoline Engine Health Check Program 2020 ("**Program**") is **Greatocean Automobile Supply Sdn Bhd**, a company existing under the laws of Malaysia having its principal offices at No 18, Jalan TPP 6/13, Taman Perindustrian Puchong, 47100 Selangor.
2. "**Valvoline**" is Valvoline Pte Limited having its registered address of 8 Marina Boulevard #05-02, Marina Bay Financial Center, Singapore 018981.
3. Information on how to enter forms part of these Terms and Conditions. By entering into this Program, Customers agree to be bound by these Terms and Conditions. Any instructions relating to the Program on the Promoter's social media websites forms part of these Terms and Conditions.
4. The Promoter may in its discretion disqualify, cancel a Customer's application who fails to comply with these Terms and Conditions.

ELIGIBILITY

5. There is no entry fee necessary to enter into this Program.
 6. "**Eligible Business**": Entry to the Program is exclusively available to Customers of **Greatocean Automobile Supply Sdn Bhd** operating in Malaysia who have a collective fleet of more than ten (10) trucks/buses/commercial vehicles
 7. Eligibility to unit of the Program requires Customers per vehicle to purchase 4 x 200 litre drums and / or 40 x 18 litre pails of Valvoline All Fleet Premium 15W40 API CI-4 product through **Greatocean Automobile Supply Sdn Bhd**.
 8. One (1) unit of the Program is defined as the Customer eligible for two (2) fluid testing kits for the purposes of oil sampling, being one (1) prior to consumption of the Valvoline All Fleet Premium 15W40 API CI-4 product and one (1) following consumption of the Valvoline All Fleet Premium 15W40 API CI-4 product.
 9. Eligible Businesses must be within the Promoter's trading terms throughout the Promotional Period and must not have any overdue monies owing as at 31 July, 2020 in order to be eligible to the Program.
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10. This Program is not open to businesses whose corporate guidelines preclude participation in such Programs.

11. Employees and the immediate families of the Promoter and agencies associated with the Program, are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

12. Customer shall provide the necessary information details as required by **Greatocean Automobile Supply Sdn Bhd.**

PROGRAM PERIOD

13. **"Program Period"**: The Program opens on 1 August 2020 and closes on 30 September 2020.

ENTRY METHOD

14. Customers shall adhere to the oil sampling guidelines as specified by these Terms and Conditions and as directed by **Greatocean Automobile Supply Sdn Bhd.**

15. **Greatocean Automobile Supply Sdn Bhd** shall supervise the oil sampling process in conjunction with the eligible Customer. All parties shall adhere to the oil sampling storage and dispatch guidelines as provided by **Greatocean Automobile Supply Sdn Bhd.**

16. Eligible and approved oil samples shall only be tested at an Valvoline approved used oil testing condition monitoring laboratory.

17. Customer shall authorize **Greatocean Automobile Supply Sdn Bhd** for the purposes of developing a Customer testimonial in video/non-video format and Customer agrees to enter into any subsequent authorization and release agreement in connection to the Program.



GENERAL

18. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses (including an Eligible Business's place of business and related purchase records) and reserves the right, in its sole discretion, to disqualify any individual/Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the eligibility and/or entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the Program.
19. Errors and omissions by the Eligible Business may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such violations are reserved.
20. Pursuant to clause 16, Customers agree that they are fully responsible for any materials they submit via the Program including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Customers warrant and agree that:
- a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original artistic/literary work of the Customer that does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to applicable Copyright legislations and warrant that they have the full authority to grant these rights; and
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation,



privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Customer agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this Program, each Customer licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. Any cost associated with accessing any of the Promotional Websites are the Customer's responsibility and is dependent on the Internet service provider users
23. As a condition of entering into the Program, the Eligible Business and its employee(s) consents to the Promoter and or Valvoline in using their name, likeness, image, and/or voice (including but not limited to photograph, film and/or recording of the same), and the details of the Eligible Business in any media for an unlimited period without remuneration for the purpose of promoting this Program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter
24. The Eligible Business and its employee(s) agree to the use of his/her name(s) and image(s) in any publicity material, as well as their entry, by the Promoter and or Valvoline at a later date without any prior notice.
25. The Eligible Business and its employee(s) consents to the collection, use and disclosure of its data (personal or otherwise) by the Promotor and/or Valvoline for the purposes of processing, hosting, storing, transfer, transmission or sharing by the Promotor and/or Valvoline or any of its affiliates, for all necessary purposes including but not limited to the Program which forms part of these Terms and Conditions, the Promotor and/or Valvoline's legitimate business needs and legal obligations under various applicable laws.



26. If this Program is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from the relevant regulatory authority, to modify, suspend, terminate or cancel the Program, as appropriate. The Promoter and or Valvoline reserve the right to re-use any content submitted by Eligible Business at a later date without any prior notice.
27. The Promoter reserves the right to cancel or amend the Program and these terms and conditions without notice in the event of, including but not limited to, a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control. Any changes to the Program shall be notified to all Customer's as soon as practicable.
28. The Program and these terms and conditions shall be governed by Malaysian law and any disputes will be subject to the exclusive jurisdiction of the courts of Malaysia.

