Tesla Giveaway Terms & Conditions

The Eco-Dreams with Verdant Solar: Install Solar Panels & Win a Tesla Model Y giveaway promotion is organized by Verdant Solar Sdn. Bhd. (1144381-A).

By taking part in the Eco-Dreams with Verdant Solar: Install Solar Panels & Win a Tesla Model Y giveaway promotion, you acknowledge that you have read, understood, and agreed to be legally bound by these Giveaway Terms & Conditions and decisions of Verdant without limitation or qualification.

You also agree to be bound by the Terms of Service

[https://verdantsolar.my/terms-condition/], which are incorporated by reference into these Giveaway Terms & Conditions. In the event of a conflict between the provisions of these Giveaway Terms & Conditions and the Terms of Service, the provisions of these Giveaway Terms & Conditions shall prevail.

These Giveaway Terms & Conditions are governed by and construed under the laws of Malaysia.

Definitions

"Eligible Customers"

means the Verdant Solar Customers eligible to participate in the Giveaway pursuant to Clause 1 of these Giveaway Terms & Conditions.

"Giveaway"

means the Eco-Dreams with Verdant Solar: Install Solar Panels & Win a Tesla Model Y giveaway promotion organized by Verdant Solar Sdn. Bhd.

"Giveaway Period" means the giveaway period set out under Clause 3

"the Prize"

means the prize set out in Clause 2 of these Giveaway Terms & Conditions.

"Verdant"

means Verdant Solar Sdn. Bhd. (1144381-A)

"Give Date"

means the Giveaway announcement date pursuant to Clause 4

Terms and Conditions

1. Eligibility:

Eco-Dreams with Verdant Solar: Install Solar Panels & Win a Tesla Model Y Giveaway Promotion ("Giveaway") is open to:

- 1.1. Customers who sign up for a residential photovoltaic system installation with Verdant between October 1, 2023, and December 31, 2023 ("Giveaway Period") and have made a deposit payment of 10% during the Giveaway Period
- 1.2. Participants must be legal residents of Malaysia and at least 18 years of age at the time of entry
- 1.3. Customers who refer a friend or relative to sign up for a residential photovoltaic system with Verdant and the person that they referred to have made a deposit payment of 10% during the Giveaway Period ("Eligible Customers")

Directors, officers, and employees (including their parents, spouses, and children) of Verdant Solar, sponsors, partners, or participating merchants are not eligible to participate in this Giveaway.

2. Prize:

- 2.1. The prize for this Giveaway is a Tesla Model Y ("the Prize")
- 2.2. The Prize does not include additional charges such as vehicle registration, insurance, road tax, transportation costs to cities outside of Kuala Lumpur, or any other additional charges. These charges will be the responsibility of the winner.
- 2.3. The Giveaway consists of a maximum of 1 Prize.
- 2.4. The Prize shall exclude road tax, insurance coverage, and/or car registration fees. Verdant shall not be liable and/or responsible for any transportation costs, including, without limitation, those pertaining to the collection and/or delivery of the Prize. Any additional costs, duties, taxes, and/or incidental expenses or charges incurred in relation to the Prize shall be borne solely by the Selected Winner.

3. Entry Period:

3.1. The Giveaway entry period begins on October 1, 2023, and ends on December 31, 2023, at 11:59 PM MYT ("Giveaway Period").

4. Give Date:

4.1. The announcement date of the lucky winner for this Giveaway will be announced by Verdant Solar Sdn. Bhd. through social media platforms. ("Give Date")

5. How to Enter:

- 5.1. Eligible Customers will automatically be entered into the Giveaway when they sign up for a residential photovoltaic system with Verdant during the Giveaway Period and have made a deposit payment of 10% during the Giveaway Period
- 5.2. Each new customer will get the same number of entries as the number of panels that they install.

- 5.3. Referrals during the Giveaway Period will be entitled to participate in this Giveaway with the condition that the referee has made a 10% deposit payment. Referral entry numbers are based on:
 - 5.3.1. Refer one (1) Eligible Customer will be entitled to one (1) entry
 - 5.3.2. Refer two (2) to four (4) Eligible Customers will be entitled to three (3) entries
 - 5.3.3. Refer five (5) to nine (9) Eligible Customers will be entitled to eight (8) entries
 - 5.3.4. Refer ten (10) and above Eligible Customers will be entitled to twenty (20) entries
- 5.4. Eligible Customers that shared our post on their social media and followed our social media accounts, including, without limitation, Facebook, Instagram, Youtube, TikTok, LinkedIn, are entitled to one (1) extra entry on top of existing entries.
- 5.5. Eligible Customers that write a Google review for Verdant, are entitled to one (1) extra entry on top of existing entries.
- 5.6. Verdant reserves the right to add an entry number to any physical event or exhibition held.

6. Winner Selection:

- 6.1. At the end of the Giveaway Period, one Eligible Customer will be selected from a random draw at Verdant's discretion ("Shortlisted Winner"). The Shortlisted Winner of the Tesla Model Y will be selected randomly from all eligible entries received.
- 6.2. The Shortlisted Winner will be notified by Verdant through phone call and email within seven (7) days of the Give Date.
- 6.3. The Shortlisted Winner must claim their prize within thirty (30) days of being notified by Verdant. In the event the Shortlisted Winner cannot be contacted i.e. voicemail, line busy, or fails to claim the Prize, Verdant shall be entitled to allocate the Prize to the next Shortlisted Winner.
- 6.4. To claim the Prize, the Shortlisted Winner must provide all necessary documentation and information required by Verdant, including proof of identity and full payment for the photovoltaic system. In the event the Shortlisted Winner fails to do so, Verdant shall be entitled to allocate the Prize to the next Shortlisted Winner.
- 6.5. The full payment for the photovoltaic system is not refundable if the Shortlisted Winner is not able to claim the Prize.
- 6.6. The Shortlisted Winner who fulfils the criterias (at Verdant's sole discretion) will be declared as the winner and win the Prize ("Selected Winner")
- 6.7. The Selected Winner is solely responsible for the claim and collection of the Prize at a designated venue, date, and time determined by Verdant. In the event, for whatever reason, the Selected Winner is unable to collect or accept the Prize, the Selected Winner forfeits any and all claims to the Prize.
- 6.8. The Selected Winner is required to make full payment for the residential photovoltaic system installation with Verdant to be eligible for the Prize.
- 7. The Giveaway is subject to the following limitations:

- 7.1. Any deposit payments that are incomplete or performed before or after the Giveaway Period shall not be accepted and will be forfeited.
- 7.2. Any misconduct or abuse by an Eligible Customer of the Giveaway will result in disqualification.
- 7.3. No responsibility can be accepted by Verdant for entries not received for whatever reason.
- 7.4. The availability of the Prize is subject to stock availability. In the event that the specified model is not available at the time of selection, the winner will be notified and given the option to wait for the next available stock at Verdant's discretion.

8. Obligations of Eligible Customer(s):

- 8.1. Eligible Customers participating in the Giveaway are responsible for and shall comply with all Giveaway Terms & Conditions and shall not, as part of their participation in the Giveaway, breach any of these terms. They are further responsible for complying with all applicable laws when participating in the Giveaway.
- 8.2. The Eligible Customers participating in the Giveaway are responsible for all information submitted, transmitted, or otherwise made available during participation in the Giveaway whether to Verdant, or third parties.
- 8.3. The Eligible Customers shall not participate in the Giveaway nor permit the participation of the Giveaway in any manner which may adversely affect other Verdant Customers participation or the reputation or goodwill of Verdant;
- 8.4. Where Verdant deems that a Verdant Customer has breached any of the Giveaway Terms & Conditions, including fraudulently participating in the Giveaway, it reserves the right to:
 - 8.4.1. prevent or restrict access of any Verdant Customer to the Giveaway;
 - 8.4.2. report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
 - 8.4.3. cancel any transaction during the Customer participation in the Giveaway.

9. Publicity:

9.1. By participating in the Giveaway, Eligible Customers, the Shortlisted Winner, and Selected Winner agree Verdant to collect, use, process their, names, masked Identification Numbers (IC) and other particulars/personal data for the purpose of running the Giveaway, including but not limited to announcing and publishing personal data and/or photos of Selected Winners for advertising and publicity purposes.

10. General Terms:

- 10.1. The Giveaway is subject to all applicable laws and regulations.
- 10.2. Verdant reserves the right to disqualify any participant who violates these terms and conditions or engages in any fraudulent or unethical behaviour.
- 10.3. Verdant reserves the sole and absolute right to withdraw, amend and/or alter any part of the whole terms and conditions in relation to the Giveaway and/or substitute or replace the Prize offered in this Giveaway with a similar valued

prize and/or to modify, cancel, terminate, or suspend the Giveaway at any time without giving any prior notice. No compensation in cash or in kind shall be given to Verdant Customers and/or Eligible Customers, and Verdant Customers and/or Eligible Customers agree to be bound by those changes. Verdant's decisions on any matter related to the Giveaway shall be final and conclusive. Verdant shall not be liable for any claims by Verdant Customers, Eligible Customers or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages, or for other damages and any related claims of any nature, including direct, indirect, third-party, consequential, or other damages resulting from or in connection with the Giveaway.

- 10.4. These terms and conditions constitute the entire agreement between the participants and Verdant regarding the Giveaway and supersede all prior agreements and understandings, whether written or oral.
- 10.5. All visual(s) of the Prize shown in any advertisement, Giveaway publicity, and other materials relating to this Giveaway are solely for illustration purposes only and may not depict the actual color/characteristics of the Prize.
- 10.6. No substitution or replacement of, or modification of the Prize requested by the Selected Winner will be permitted.
- 10.7. To the fullest extent permitted by applicable laws, Verdant offers no warranty or representation whatsoever, express, implied, or statutory, in relation to the Giveaway, the Prize including, without limitation, the merchantable quality and fitness for purposes in respect of the Prize and the level of care and skill in respect of the relevant services provided in conjunction with the Prize. For any dispute in relation to the quality or warranty of the Prize, the Selected Winner(s) shall resolve such dispute with the Prize's company without any recourse to Verdant.
- 10.8. This Giveaway is not associated with Tesla, Inc. in any way; any visuals, images, or references to Tesla products used in the Giveaway are solely at Verdant Solar's own discretion.
- 10.9. By participating in the Giveaway, participants agree to abide by these terms and conditions.