



## **TOYOTA VIRTUAL AUCTION: TERMS & CONDITIONS**

1. These Terms and Conditions apply to all participants of the Toyota Virtual Auction (the "Auction"). The Organiser of the Auction is Borneo Motors (Singapore) Pte Ltd (the "Organiser").

2. Words denoting the singular shall include the plural and vice versa.

### **ELIGIBILITY OF ENTRY**

3. The Auction is open from 6 September 2024 at 12:00 hours to 18 September 2024 at 10:00 hours (the "Auction Period").

The Auction is open to all Eligible Participants. By taking part in the Auction, participants are deemed to have unconditionally agreed to the Terms and Conditions. And the decisions of the Organiser will be final and binding in all respects.

4. "Eligible Participants" means all residents of Singapore who are aged eighteen (18) years old or above at the time of entry and excludes the following:

- a. employees of the Organiser and affiliated companies and members of their immediate families;
- b. any other persons that the Organiser may decide to exclude at its sole and absolute discretion without notice and without furnishing any reason.

### **HOW TO ENTER**

To take part in the Auction, participants are required to place a bid on [auction.toyota.com.sg](https://auction.toyota.com.sg), complete the registration form and pay a deposit of SGD500 during the Auction Period.

5. All submissions must be submitted by 23:59 hours (SGT) in order to qualify within the day of the bid during the Auction Period. Any entries received after the Auction Period will not be eligible for consideration. Participants who wish to bid again are required to pay a deposit of SGD500 and place their bid again. The Auction and bids will be reset on a daily basis. In the event, a participant chooses to submit multiple bids revision on the same day, only the highest bid per participant will be eligible as the winning bid and the deposit for the remaining bids will be refunded in accordance to clause (8) below.

6. Successful bidders will be contacted directly. The deposit will be refunded for the unsuccessful bids within 7 working days from the end of the Auction Period.



**DETERMINATION OF SUCCESSFUL BIDS**

7. The Organizer will, in its sole and absolute discretion, select the daily winning bids (the "Winning Bids") by 2359 hours (SGT) daily. The decision of the Organiser will be deem as final and irrefutable. Auction winners will be notified by the email address or contact number provided at the time of bidding ("Auction Winners"). The Auction Winners will be awarded vehicles based on their chosen exterior colour and interior colour in the Winning Bids, subject to availability.

8. To claim their Winning Bid items, Auction Winners will need to make payment for the Winning Bid item(s). Once the Organiser has secured your COE **which is subject to 3 months non-guaranteed COE**, the car must be registered and collected by 31 December 2024. If the Auction Winner fails to do so or does not fulfil any of the Terms and Conditions hereunder, their deposit shall be forfeited, and the Auction Winner shall be deemed to have forfeited all rights to the Winning Bid items. The Organiser shall have the sole and absolute discretion to award the Winning Bid items to the next qualifying participant.

**SUCCESSFUL BIDS**

9. Each bid of the vehicles includes the following as per below:

<ul style="list-style-type: none"> <li>• 1,000km and 5,000km Servicing</li> <li>• 3-year/100,000Km Warranty (whichever comes first)</li> </ul>	
<b>Finance &amp; Insurance</b>	<p><b>Option 1:</b> Bid price provided is after Finance (\$500) and Insurance (\$500) rebate. Purchases made by "Eligible Participant" during this Auction will need to take a minimum loan of \$50,000 for a 5 years tenure with Toyota in-house finance and insurance.</p> <p><b>Option 2:</b> If "Eligible Participants" chooses not to take the above, \$1,000 will be added on top of the winning bid price.</p>

10. All bids are non-transferable, and no substitution unless the Organiser, in its sole discretion, determines otherwise. The Organiser reserves the right to substitute Winning Bid items for one of equal or greater value should it become unavailable for any reason.

11. If the Auction Winner(s) chooses not to accept the Winning Bid items that they have bid for, they forfeit any claims to the Winning Bid items, which can then be awarded to another participant chosen at the sole discretion of the Organizer.



### **CONDITIONS OF ENTRY**

12. All taxes, fees and surcharges are the sole responsibility of the Auction Winners. Failure to comply with the Terms and Conditions herein will result in forfeiture of the Winning Bid items. The Organizer reserves the right, in its sole and absolute discretion, to award a substitute item of equal or greater value if a Winning Bid item described is unavailable or cannot be awarded, in whole or in part, for any reason.

13. To the fullest extent permitted by law, the Auction Winners shall release the Organisers, its partners, related and affiliated entities and other third parties involved in the organisation, promotion or administration of the Auction and their respective officers, employees, agents or contractors against all claims, costs, rights, demands, losses, damages, causes of action and liabilities of any kind arising out of the acceptance and use of any Winning Bid items(s) or entry into the Auction, including but not limited to any loss of income, personal injury, damage to property and whether direct or consequential, foreseeable, due to a negligent act or omission or otherwise.

14. The Organizer also reserves the right at its sole discretion to disqualify from this Auction, and any future auction or other promotion the Organizer conducts, any participant that it finds or believes to be tampering with the bidding process, or the operation of the Auction or Auction website, or to be acting in breach of these Terms and Conditions or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

15. Any attempt by a participant or any other person to deliberately damage any website used in association with the Auction, or undermine the legitimate operation of the Auction may be a violation of criminal and civil laws and should such an attempt be made. The Organizer reserves the right to seek damages from any such person to the fullest extent permitted by law.



## **COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

16. By entering the Auction and/or voluntarily providing his/her personal information, each entrant consents and agrees to the collection, use and disclosure of the entrant's personal information by the Organiser and/or its partners and/or other affiliated or third parties directly involved in the organising, promoting or conducting of the Auction for the purpose of administering the Auction and fulfilling the Winning Bid items. The Organizer will not use an entrant's personal information for any other reason, nor will the Organiser otherwise disclose it to any third party without the consent of the entrant. All personal data supplied by participants will be subject to the Organiser's Privacy Policy which can be found at <https://www.toyota.com.sg/privacy-policy>

17. By participating in the Auction, each participant warrants that all personal details, answers, responses and/or entries submitted to the Auction are the participant's information and are true and/or accurate. Where the participant provides any personal data relating to a third party or concerning another individual other than the participant, the participant represents and warrants to the Organiser that all necessary consents have been obtained from the relevant individuals to the collection, retention and/or use of their personal data for the purposes set out in the Terms and Conditions herein, and/or for the relevant purpose for which the personal data is collected. Participants agree to indemnify and keep indemnified the Organizer and its partners who organise, promote and administer the Auction against all claims, losses, damages and/or expenses whatsoever arising from any infringement or violation of any third party's rights in relation to their participation in the Auction.

## **INDEMNITY**

1. Participants shall indemnify the Organiser and its partners who organise, promote and administer the Auction against all costs, expenses, damages, liability or injury incurred by the Organiser and its partners who organise, promote and administer the Auction arising out of or relating to the participant's entry into the Auction and/or the participant's acceptance, use or misuse of the Winning Bid items, including but not limited to any of the participant's acts, omissions, statements, publications whatsoever as may be in breach of any law or legal rights, as the case may be.



## **LIMITATION OF LIABILITY**

2. The Organiser and its partners administering the Auction assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorised access to, or theft, destruction or alteration of entries at any point in the operation of the Auction; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilised in any aspect of the operation of the Auction; (d) inaccessibility or unavailability of any network or wireless service, the internet or website or any combination thereof; (e) suspended or discontinued internet service, wireless or landline phone service; (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Auction or download of any materials in the Auction. If, for any reason, the Auction is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorised intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Auction, the Organizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Auction in whole or in part. In such event, the Organiser shall immediately suspend all entries and/or Winning Bid items awards, and the Organizer reserves the right to award any remaining Winning Bid items in a manner deemed fair and equitable by the Organizer. The Organiser shall not have any further liability to any participant in connection with the Auction. The participants agree that the Organizer and its partners who administer the Auction shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Auction or the use of or reliance on any such content, goods or services available on the Organizer's and its partners who administer the Auction and its respective social media platforms and website used in connection with the Auction. The participants further agree that the Organiser shall not be responsible or liable for any losses or injuries of any kind resulting from participating in the Auction or acceptance, possession and/or use or misuse of the Winning Bid items, or any part thereof, and agree to release, discharge and hold harmless the Organizer and its respective officers, directors, parent companies, subsidiaries, affiliates, related companies, advertising and promotional agencies, Auction administrators, third party services' providers and Winning Bid items suppliers from all claims or damages arising out of entrant's participation in the Auction and/or acceptance, use or misuse of the Winning Bid items, or any part thereof.



### **GENERAL**

3. All selections and decisions made by the Organizer and in conjunction with this Auction are final and binding and no correspondence will be entered into about the Auction or the Organizer's decision.

4. Without liability any party, the Organizer shall be entitled to:

- a. terminate or modify the Auction; or
- b. modify these Terms and Conditions; or
- c. substitute, withdraw or cancel any Winning Bid items without disclosing any reason and without any payment of compensation whatsoever.

5. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Organizer, and which prevents the Organizer from complying with these Terms and Conditions or providing the Winning Bid items, the Organizer will not be liable for any failure to perform or delay in performing its obligations.

6. All date and time references are based on Singapore GMT +8 Standard Time Zone.

7. These Terms and Conditions shall be governed and construed in accordance with Singapore Law and the parties agree to submit to the exclusive jurisdiction of the Singapore Courts.

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