

## **TERMS & CONDITIONS: The Lexus Electrified Auction 2024**

1. These Terms and Conditions apply to all participants of The Lexus Electrified 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 30 May 2024 at 1700 hours to 2 June 2024 at 2100 hours (the "Auction Period").
4. The Auction is a discriminatory price auction/pay-as-bid auction and bidders are put on notice that successful bids for an identical vehicle may be at different amounts. The Auction is open to all Eligible Participants. By participating in the Auction, all participants are deemed to have unconditionally agreed to be bound by these Terms and Conditions and the decisions of the Organiser, which shall be final and binding in all respects.
5. "Eligible Participants" means all residents of Singapore who are aged eighteen (18) years old or above with a valid driving license 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**

6. To participate in the Auction, participants are required to place a bid on <auction.lexus.com.sg>, complete the registration form and pay a deposit of SGD500 during the Auction Period.
7. All submissions must be submitted by 2100 hours (SGT) on 2 June 2024. Any entries received thereafter will not be eligible for consideration. Participants who wish to submit a revised bid are required to pay a further deposit of SGD500 and place their bid again. Subsequent revised bids that are lower than previous bids will be void. Any previous lower bids for a model of vehicle in this Auction by a participant will be superseded by a revised bid. In the event, a participant chooses to submit multiple bids revision, 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 with clause (9) below.
8. Successful bidders will be contacted directly. The deposit of SGD500 will be refunded to participants with unsuccessful bids within 30 days from the end of the Auction Period.

## DETERMINATION OF SUCCESSFUL BIDS

9. The Organiser will, in its sole and absolute discretion, select the winning bids (the “Winning Bids”) on 2 June 2024. The decision of the Organiser will be deemed final and irrefutable. Auction winners will be notified at 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. For the avoidance of doubt, the number of vehicles available in the Auction is subject to the sole discretion of the Organiser.
  
10. To claim their Winning Bid items, Auction Winners will need to execute and abide by the terms as set out in the Organiser’s Retail Customer Order Form, make payment for the Winning Bid items by 9 June 2024, and pay for the remaining SGD22,500 vehicle deposit (non-refundable) via online payment portal. If the Auction Winner fails to do so or does not fulfil any of the Terms and Conditions hereunder or the Organiser’s Retail Customer Order Form, their deposit shall be forfeited, and the Auction Winner shall be deemed to have forfeited all rights to the Winning Bid items and the Organiser shall have the sole and absolute discretion to award the Winning Bid items to the next qualifying participant.

## SUCCESSFUL BIDS

11. Each bid of the Lexus RZ 450e Luxury and Lexus NX 450h+ Plug-in Hybrid will include the following:
  - COE (Subject to the Auction Winner executing the Organiser’s Retail Customer Order Form and a TCOE agreement, the Organiser will have the right to bid for the COE at a time and amount based on their sole discretion. The COE amount submitted by the Auction Winner during bid is only an indicative level and the Organiser is not required to bid the COE amount submitted by the Auction Winner. There shall not be any refund to the Auction Winner where the COE obtained is less than the COE bid by the Auction Winner during this Auction.
  - 5-Year Unlimited Mileage Warranty\*
  - 8-Year or 200,000km Bumper to Bumper Warranty^
  - 10-Year Hybrid Battery Warranty\* / 8-Year or 200,000km EV Battery Warranty^
  - Front and Rear In-Car Camera
  - 3M Solar Film
  - 12-month Road Tax
  - 1,000km & 5,000km Servicing\*

\* Applicable to Plug-in Hybrid Vehicles only

^ Applicable to Electric Vehicles only

12. A Winning Bid is determined by total bid price (including indicative COE bid). The Auction Winner is not able to purchase a vehicle based solely on the bid price for the vehicle without the indicative COE bid.
13. All bids are non-transferable, and no substitution will be made unless the Organiser, in its sole discretion, determines otherwise. The Organiser reserves the right to substitute a Winning Bid item for one of equal or greater value should it become unavailable for any reason. Auction winner will have to register the unit upon successful bidding of COE, where such bids are solely determined by the Organiser and the registration of the Vehicle shall be within three (3) months of result of the Auction or pursuant to the Organiser's Retail Customer Order Form three (3) months from the date in which the said Organiser's Retail Customer Order Form is executed, whichever is the earlier.
14. In the event that 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 and the SGD500 bid amount, which can then be awarded to another participant chosen at the sole discretion of the Organiser.
15. The Auction Winner may seek to trade-in an existing vehicle and is subject to further agreement between the Auction Winner and the Organiser prior to the execution of the Organiser's Retail Customer Order Form. All trade-ins and the valuation thereof are subject to further agreement and shall not include any overtrade value.
16. The Auction Winner acknowledges that by placing a Winning Bid, the Auction Winner shall execute the Organiser's Retail Customer Order Form and is not guaranteed delivery of a Vehicle and that he/she will be bound by the terms of the Organiser's Retail Customer Order Form. A copy of the Organiser's Retail Customer Order Form will be provided upon request.

### CONDITIONS OF ENTRY

17. 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 Organiser 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.
18. 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 any and 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.

19. The Organiser also reserves the right at its sole discretion to disqualify from this Auction, and any future auction or other promotion the Organiser 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.
20. 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 Organiser reserves the right to seek damages from any such person to the fullest extent permitted by law.

### COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

21. 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 organizing, promoting, or conducting of the Auction for the purpose of administering the Auction and fulfilling the Winning Bid items. The Organiser 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.lexus.com.sg/en/privacy-policy/privacy.html>.
22. 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 own 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 Organiser 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

23. 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

24. 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 utilized 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 Organiser reserves the right at its sole discretion to cancel, terminate, modify or suspend the Auction in whole or in part. In such an event, the Organiser shall immediately suspend all entries and/or Winning Bid items awards, and the Organiser reserves the right to award any remaining Winning Bid items in a manner deemed fair and equitable by the Organiser. The Organiser shall not have any further liability to any participant in connection with the Auction. The participants agree that the Organiser 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 Organiser'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 Organiser 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

25. All selections and decisions made by the Organiser and in conjunction with this Auction are final and binding and no correspondence will be entered into about the Auction or the Organiser's decision.
26. Without liability any party, the Organiser 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.
27. If any act, omission, event, or circumstance occurs which is beyond the reasonable control of the Organiser, and which prevents the Organiser from complying with these Terms and Conditions or providing the Winning Bid items, the Organiser will not be liable for any failure to perform or delay in performing its obligations.
28. All date and time references are based on Singapore GMT +8 Standard Time Zone.
29. All date and time references are based on estimates and may vary due to the actual conditions or further regulations implemented by the Government.
30. These Terms and Conditions shall be read together with the Organiser's Retail Customer Order Form. In the event of conflict, the terms of the Organiser's Retail Customer Order Form shall prevail. The terms herein 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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