

Drive	with	Pride:	Change	Drives
Better	F	uture	Terms	and
Conditions				

Win a Change Drives Better Future Trip with Tesla and ("Competition")

- 1. Information on how to enter and prizes form part of these terms and conditions. Entry into this Competition is deemed to be acceptance of these terms and conditions. These terms and conditions are final and legally binding.
- 2. Drive with Pride: Change Drives Better Future ("the Competition ") is open to residents of Thailand, who are 18 years of age or older as of the beginning of the Competition Period, hold a full valid Thailand driver's license and who are not an employee of or domiciled with an employee of the Promoter or any of its affiliated companies. Proof of identity may be required of the winner.
- 3. This Competition commences on 1 June 2023 and ends on 31 August 2023 11:59pm BKK ("Competition Period").
- 4. To enter this Competition, entrants must complete the entry form at Tesla.com/en_th/campaign/drivewith-pride-2023 during the Competition Period. Only one entry is permitted per person. No responsibility is accepted for any entries that are incomplete, late, lost, misdirected or not received by the Promoter within the Competition Period. All entries become the property of the Promoter.
- 5. Entrants must answer a skill-based question as part of the entry form. The Promotor will select the winner based on the most creative answer to the entry question. The winner will be notified by email (using the email address registered with the Promoter on their entry form) on or around 7 September 2023. The winner must claim their prize by responding via email by 15 September 2023 or any other due date as specified by the Promoter.
- 6. The Promoter's decision is final, and no correspondence will be entered into.
- 7. There is one "Prize" to be won and includes:
 - a. Use of a Tesla Model 3 Vehicle for a determined period of time, up to a maximum of 3 days as agreed with Tesla in advance, including Insurance and access to the Tesla Supercharger network in accordance with the Tesla 'Vehicle Loan Agreement'.
- 8. The prize will be awarded to the winner only. All components of the prize will be provided at the same time.

- 9. The prize period is non-negotiable and must be taken between 20 September 20 October 2023 (Prize Period), unless otherwise specified by the Promoter.
- 10. The winner must collect the Tesla vehicle prize from the designated Tesla center which will be informed unless prior arrangements have been made. Travel to Tesla center and any ancillary costs (including but not limited to flights, entertainment, expenses and any other costs) not listed in clause 7 above are the sole responsibility of the winner.
- 11. The winner may bring up to 3 guests to join them for the "Prize".
- 12. The Tesla Model 3 Vehicle may only be used within Thailand.
- 13. The winner agrees to grant Tesla permission to photograph and video them and any guests they choose to invite during the Prize Period. All images and video footage may be used for promotional purposes in perpetuity for no additional fee or remuneration as per clause 23.
- 14. The Prize must be accepted as awarded and is not transferable or redeemable for cash. The Promoter is not responsible if the winner needs to reschedule for any reason. If the winner cannot claim the prize during the Prize Period dates outlined in clause 9, they will forfeit the prize.
- 15. If the Prize is unclaimed by 15 August 2023 or any other timeline as specified by the Promoter, a further winner selection will be undertaken by the Promotor to select a replacement winner. The replacement winner will be notified by email on or around 17 August 2023. The replacement winner must claim the Prize by responding to the Promoter via email by 20 August 2023.
- 16. This Promotion may be promoted through Tesla Drive with Pride site
- 17. Entrants must at all times comply with applicable contractual relationships with third parties and/ or the terms of service for those third-party websites when using them to participate in this Promotion, if any.
- 18. Any attempt to enter multiple email addresses or pen names, or any use of robotic, automatic, programmed or any other entry methods not authorized by these terms and conditions is not permitted. All entries become the property of the Promoter. Entries that are incomplete, illegible, damaged, contain incorrect information or do not comply with these terms and conditions will be disqualified. Entrants who provide incorrect, incomplete, incomprehensible or fraudulent information or whom do not comply with any of these terms and conditions are not eligible to participate in this Competition. The Promoter reserves the right to request, appropriate photo identification to confirm entrants' eligibility to enter this Competition and claim a prize, before issuing a prize and may deem the entry invalid.
- 19. The Promoter and its associated agencies and companies and third-party websites specified in clause 16 are not liable for any problems or technical failure including any internet, telecommunication or website technical problems or any damage to computers in relation to this Competition. If for any reason this Competition is not capable of running as planned due to any technical problems the Promoter reserves the right in its sole discretion to cancel, postpone, or amend this Competition (subject to any directions issued by a regulatory authority).
- 20. The Promoter as well as its associated agencies and companies specified in clause 16 are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal

injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the Competition, Prize or use of the Prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum permitted by law). To the maximum extent permitted by the law, entrants release the Promoter and its associated agencies, companies and Facebook from any and all claims that may arise in connection with this Competition.

- 21. If any of these terms and conditions are held to be invalid or unenforceable in whole or in part, that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 22. The Promoter will collect entrants' personal information in order to conduct the Competition. If the information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that the Promoter may use this information and approved images (photograph and/or film recording) or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant. By subscribing to receive the Promoter's marketing communications and entering this Competition entrants' consent to the Promotor collecting their personal information in accordance with the Promoter's privacy policy, a copy of which is available at the <u>Tesla Website</u>.
- 23. If you are the winner you agree that Tesla (and any third party authorised by Tesla) may (but is not obligated to) use your name, person, voice and image for any promotional purpose (for example, by placing it on the Tesla webpage and social channels for advertising media). By submitting your competition entry you agree to waive all moral rights and to grant Tesla (and any third party authorised by Tesla) a non-exclusive irrevocable licence to use, reproduce, publish, display, transmit, copy, edit, amend, re-format, store, sell and sub-licence your person, voice and image worldwide and in perpetuity for promotional purposes and for the purposes of the competition, for no additional fee or financial remuneration of any kind. Tesla will own the right to your image and voice recordings captured during the duration of the competition and prize period.
- 24. Each participant undertakes to indemnify and keep the Promoter harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by the Promoter due to breach of any of these terms and conditions.
- 25. By entering the Competition, each Participant agrees that the Promoter shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in relation to the Competition, or resulting from acceptance, possession, use/misuse of the Prize, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy.
- 26. The laws of Thailand shall govern this Competition. The Participants consent to the exclusive jurisdiction of the courts located in Thailand.

27. The Promotor is Tesla (Thailand) Co., Ltd. 87 M. Thai Tower, All Season Place, 23 Floor, Wireless Road, Lumpini Sub-District, Phatumwan District, Bangkok, Thailand. The Promoter reserves the rights to interpretate, modify, extend and/ or terminate the Competition without further notice specific to the Participant or the winner.