

Kelipan Raya Setia Bercahaya Open House TERMS AND CONDITIONS

The terms and conditions stated herein below shall govern the **Kelipan Raya Setia Bercahaya Open House** organised by the Organiser ("**Terms and Conditions**"). By participating in the **Kelipan Raya Setia Bercahaya Open House**, the Participants shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the **Kelipan Raya Setia Bercahaya Open House** including any amendments or variations to it and unequivocally accept the same in their entirety.

1. Organiser

S P Setia

2. Name of the Contest

Kelipan Raya Setia Bercahaya Open House ("Contest")

3. Eligibility Criteria

3.1 The contest is open to all S P Setia purchasers ("**Citizen Setia**" and/or "**Participants**") who are currently staying at a Setia home except employees of the Organiser and S P Setia Group. For the avoidance of doubt, "employees of the Organiser and S P Setia Group" shall mean and include:

3.1.1 employees of the Organiser or S P Setia Group's subsidiaries or related companies ("**S P Setia Group**") and employed on a part-time, fulltime, permanent or contractual basis including their immediate family members (i.e. spouses, children, parents, brothers and sisters of such employees).

3.1.2 employees of the Organiser and / or S P Setia Group who have tendered their resignation or retired at any time during the Contest Period including their immediate family members (i.e. spouses, children, brothers and sisters of such employees).

3.1.3 representatives and / or agents of the Organiser including the relevant advertising and promotion agencies and vendors who are directly involved with the Contest and their immediate family members (i.e spouses, children, parents, brothers and sisters).

4. Contest Period

4.1 The Contest submission period commences from 14th March 2025 (Friday) 10.00a.m and ends on 28th March 2025 (Friday) 6.00p.m (both dates included), unless notified otherwise ("**Contest Period**").

4.2 The Organiser reserves the right to vary, postpone or reschedule the Contest or extend the Contest Period at its absolute discretion.

4.3 The Organiser may terminate or suspend the Contest at any time at its absolute discretion. In which case, the Organiser may elect not to award any Prizes. Such termination or suspension will not give rise to any claim by the Participant. In the event the Contest is resumed by the Organiser, the Participant shall abide by the Organiser's decision and terms regarding resumption of the Contest and award of the Prizes.

5. Contest Mechanism

5.1 Participants who have met the Eligibility Criteria are entitled to participate in the Contest during the Contest Period to stand a chance to win a Prize (defined herein).

5.2 In order to stand a chance to win the Prize, Participants are required to perform the below action:-

Step 1: Participant to submit contest entry by filling in Participant's details in the "Kelipan Raya Setia Bercahaya Open House" online form which is accessible via this link <https://bit.ly/RumahTerbukaCS2025>. Details required are as follows:

- Full name as per NRIC
- NRIC No.
- Mobile Number
- Email address
- Home address of open house (must be a Setia property)
- Upload one (1) living room/façade picture of the Setia property as stated in the address above.

Step 2: Complete the sentence in 20 words or less: "I want to host an open house at my Setia home because ..."

6. Judging Criteria

6.1 Winner(s) are selected based on the highest total scoring from the criteria below:

6.1.1 Most unique answer to the question "I want to host an open house at my Setia home because ..."

6.2 Ten (10) Winners will be selected based on the above judging criteria and the decisions made therein are in the sole and absolute discretion of the Organiser.

7 General Rules

- 7.1 By agreeing to participate in the Contest, Participants agree to abide by this Terms and Conditions and decisions made or determined by the Organiser are final and binding on all matters pertaining to the Contest. Non-compliance of any Terms and Conditions may result in disqualification.
- 7.2 All materials uploaded and shared for the purpose of this Contest must be originally created by and belong to the Participants. For the purpose of this Contest, Participants are not allowed to use, upload and share any materials, visual and / or copyright work that belongs to other party, online or offline.
- 7.3 To the extent permitted by law, Participants / winner(s) grant the Organiser the right to use and publish their names, photos and likeness in winner announcements in print and / or otherwise, including for the purpose of advertisement and promotion in any other media platforms in connection with the Contest.
- 7.4 Participants / winner(s) further grant the Organiser license to display, retain and modify all materials, visual and / or work submitted to the Organiser for the purpose of advertisement and promotion in any other media platforms in connection with the Contest.
- 7.5 Winner(s) shall be solely responsible for and shall pay all taxes, including applicable income taxes incurred in relation to the Prizes (if any and as applicable).
- 7.6 By participating in the Contest, Participants release, discharge and hold harmless the Organiser, S P Setia Group and its affiliates, directors, officers and employees from any and all liabilities or any injuries, losses or damages of any kind arising from or in connection or any Prizes won.
- 7.7 The Organiser may terminate, suspend or cancel the Contest at any time at its sole and absolute discretion. In which case, the Organiser may elect not to award any Prize. Such termination, suspension or cancellation will not give rise to any claim by the Participants. In the event the Contest is resumed by the Organiser, Participants shall abide by the Organiser's decision regarding resumption of the Contest and award of the Prizes.

- 7.8 In the event of termination, suspension or cancellation of the Contest for any reason whatsoever at any point of time, a notice shall be posted on the Organiser's official Facebook account whereby the Contest will be deemed as terminated, suspended or cancelled and the Prize will no longer be available to be won. In such event, no substitution of Prize of any kind will be made to the winner.

8 Disqualification

- 8.1 The Organiser reserves the right to disqualify any Participant and/or revoke the Prize at any stage of the Contest, if: -
- 8.1.1 Participant becomes ineligible or does not meet any of the Eligibility Criteria; or
 - 8.1.2 The Participant breaches any of these Terms and Conditions or procedure and mechanism of the Contest or other rules and regulations of the Contest or violates any applicable laws or regulations; or
 - 8.1.3 The Organiser, in its sole determination, believes that the Participant has attempted to undermine the operation of the Contest by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant.
- 8.2 In the event of a disqualification, the Organiser reserves the right to demand for the return of the Prize in its original condition or payment of its value from the said disqualified Participant.

9 Warranties and Undertakings

- 9.1 Participant represents and warrants with the Organiser that:-
- 9.1.1 the Participant has met all the Eligibility Criteria stated above to enter into the Contest in accordance with these Terms and Conditions and shall provide such proof as the Organiser requires; and
 - 9.1.2 all the statements (if any and if so required) made by the Participant to the Organiser are true, correct, accurate and complete.
- 9.2 In consideration of the Organiser offering to the Participant the opportunity to participate in the Contest, the Participant hereby unconditionally and irrevocably: -
- 9.2.1 confirms that the Participant will cooperate and follow all instructions given to the Participant including but not limited to these Terms and Conditions, the procedure and mechanism of the Contest;
 - 9.2.2 agrees that all Prizes to be awarded in the Contest is contingent of Section 3 above and the accuracy of the information provided and disclosure is made by the Participant and the full and complete performance of the Participant's warranties, undertakings and obligations hereunder;
 - 9.2.3 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser, S P Setia Group or the Contest into disrepute;
 - 9.2.4 agrees that the Participant shall not without the prior written consent of the Organiser publish or disclose any information or make any statement in connection with the Contest or Prize (including without limitation, to any representatives of media or any third parties in any form whatsoever); and
 - 9.2.5 agrees that the Participant shall not give any product endorsement, interviews or

be involved in any articles or reports in respect of the Contest or the Prize with any media or third parties.

10 Prizes

- 10.1 Each winner will win RM 5,000 cash prize to fund an open house at respective Winner's Setia home in S P Setia developments subject to the provisions set out under this section ("**Prize**").
- 10.2 Winners will be contacted and notified of the Prizes by the Organiser via email and phone number, as provided in the entry form by 30th March 2025 or any other date to be solely determined by the Organiser ("**Announcement Date**").
- 10.3 The winners are required to submit their personal details as set out below via email to the Organizer within 48 hours. Failure to revert on the personal information within the given duration shall result in the Prize being forfeited by the Organiser and the Organiser shall have no liability to the winners in any respect whatsoever.
- **Winner's full name (as per NRIC);**
 - **NRIC No.;**
 - **Mobile number;**
 - **Email address;**
 - **Bank name;**
 - **Bank account number (Bank account under Winner's name ONLY)**
 - **Winner's tax identification number**
- 10.4 Prizes will be released to the Winner's bank account as per the personal details provided by the winners within fourteen (14) days after the winners' submission of their personal details to the Organiser.
- 10.5 In consideration of the Winners accepting the Prizes, Winners agree to the following:
- 10.5.1 Winners shall host their open house at their Setia homes from 12th April 2025 to 4th May 2025 ("**Open House Period**");
 - 10.5.2 To accept the visit by the Organiser's representative(s) at the Winners' open house
 - 10.5.3 Winners shall provide photographic and video evidence of the open house held by the Winners to the Organiser via email addressed to eprivilege@spsetia.com
- 10.6 Further in accepting the Prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Contest. The winner agrees to grant the Organiser a perpetual and non-exclusive license to use such video footage and photographs, voice, biographical information and/or statements, at any time or times, in all media types worldwide for advertising, trade, publicity and promotional purposes and the winners will not be entitled to any fee for such use.
- 10.7 The Organiser reserves the right to alter, vary and/or replace the Prizes to a prize of similar value at any point of time at its sole and absolute discretion.
- 10.8 The Organiser reserves the right to choose and determine the winner(s) at its sole and absolute discretion.
- 10.9 Prizes are strictly not exchangeable, not transferable, and not redeemable for cash or in kind.
- 10.10 All and any costs and expenses incurred in relation to the Contest and/or the Prize shall be borne fully by the Participant. The Organiser shall be under no obligation to reimburse Participants and / or winner(s) for any such costs and expenses incurred thereof.

10.11 All Prizes are accepted entirely at the risk of the winners and are awarded by the Organiser without any warranty of any type whatsoever, express or implied.

10.12 In the event the Participant are not contactable or do not accept the Prize in accordance with the Terms and Conditions of the Contest, the Participant shall be deemed to have relinquished the Prize, and the Organiser shall be entitled to deal with the same at its absolute discretion.

11 Privacy

11.1 By participating in the Contest, Participants acknowledge and agree that the Organiser will gain access to, use, disclose, retain and otherwise process certain Personal Data provided by the Participants and their parents or legal guardians (if applicable) for the purpose of the Contest. The Organiser's applicable Personal Data and Privacy Policy is as set out at <http://www.spsetia.com.my/terms-and-conditions/privacy-policy.htm> (as may be amended from time to time). In the event the Participants and their parents or legal guardians (if applicable) withdraw their consent to the access, use, disclosure, retention and process of their Personal Data, the Participants will be disqualified and ineligible for consideration for the Contest and the Prizes.