

## SETIACATION DRAW 2022 TERMS AND CONDITIONS

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

### 1. **Organiser**

\*S P Setia

### 2. **Name of the Lucky Draw**

SetiaCation Draw ("**SetiaCation Draw**")

### 3. **Eligibility Criteria**

3.1 Eligible Participants of the SetiaCation Draw shall be:

- 3.1.1 Purchasers who have made a valid property booking for a purchase of property (ies) from a participating S P Setia Group development project in Malaysia ("**Selected Setia Property**") during the period set out in Section 5 below ("**SetiaCation Draw Eligibility Period**");
- 3.1.2 Purchasers who signed and fully completed the Letter of Offer, Sale Documents and the Financier's Loan documents (if applicable) sixty (60) days upon booking the Selected Setia Property within the SetiaCation Draw Eligibility Period.
- 3.1.3 Purchasers who are not in default of the SPA at all material times and / or where the SPA is terminated or cancelled for whatsoever reason;
- 3.1.4 the first named purchaser in the SPA, unless notified in writing to the Organiser;
- 3.1.5 Purchasers who are not employees of the Organiser and S P Setia Group (herein defined). For avoidance of doubt, "employees of S P Setia Group" shall mean and include:
  - 3.1.5.1 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).
  - 3.1.5.2 employees of the Organiser and / or S P Setia Group who have tendered their resignation or retired at any time during the SetiaCation Draw Eligibility Period (herein defined) including their immediate family members (i.e. spouses, children, brothers and sisters of such employees).
  - 3.1.5.3 representatives and / or agents of the Organiser including the relevant advertising and promotion agencies and vendors who are directly involved with the SetiaCation Draw and their immediate family members (i.e. spouses, children, parents, brothers and sisters).

3.2 One (1) Selected Setia Property purchased will entitle the Eligible Participant to one (1) SetiaCation Draw entry.

#### 4 General Rules

- 4.1 By agreeing to participate in the SetiaCation Draw, Participant agrees to abide by these Terms and Conditions, procedure and mechanism of the SetiaCation Draw and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the SetiaCation Draw. Non-compliance of any of these Term and Conditions, the procedure and mechanism may result in disqualification.
- 4.2 The Participants / winner(s) shall not be permitted to transfer or assign any rights or sub-contract any of the obligations herein to another person. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 4.3 All materials uploaded and shared for the purpose of this SetiaCation Draw must be originally created by and belong to the Participants. For the purpose of the SetiaCation Draw, Participants are not allowed to use, upload and share any materials, visual and / or copyright work that belongs to other party, online or offline.
- 4.4 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.
- 4.5 Participants and Winners must allow S P Setia to use the photos and comments of the trip for editorial, advertising, promotional, marketing and communication purposes for an indefinite period on a complimentary basis.
- 4.6 The Participants and Winners agree, if so required by the Organiser, to make himself/herself available for the production, recording and publicity of the SetiaCation Draw during the such time and production schedule as may be notified by the Organiser:-
  - 4.6.1 Interview (which shall be recorded); and/or
  - 4.6.2 Taking of still photos, audio and/or visual recording for promotions and publicity use.

(hereinafter collectively referred to as "**Recording**")
- 4.7 The Participants and Winners agree and consent that the Organiser shall have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.
- 4.8 The Participants and Winners agree and consent that their participation in the SetiaCation Draw does not entitle them to wages, salary or any other compensation.
- 4.9 Winner(s) shall be solely responsible for and shall pay all taxes, including any sales and services tax or any tax imposed by the relevant authorities incurred in relation to the Prize (if any and where applicable).
- 4.10 By participating in the SetiaCation Draw, the Participant shall indefinitely release, discharge and hold harmless the Organiser, its subsidiaries, affiliates, directors, officers and agents from and against any and all liabilities, costs, injuries, loss, or damages of any kind arising from or in connection with the SetiaCation Draw and / or any Prize won.
- 4.11 The Organiser may terminate, suspend or cancel the SetiaCation Draw 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 SetiaCation Draw is resumed by the Organiser, Participants shall abide by the Organiser's decision regarding resumption of the SetiaCation Draw and award of the Prizes.

- 4.12 In the event of termination, suspension or cancellation of the SetiaCation Draw for any reason whatsoever at any point of time, a notice shall be posted on the Organiser's official Facebook account whereby the SetiaCation Draw 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.

## 5. SetiaCation Draw and Slogan

- 5.1 The SetiaCation Draw Eligibility Period runs from 16 August 2022 (Tuesday), at 12.01AM, and ends on 31 December 2022 (Saturday) at 11.59PM, unless otherwise notified ("**SetiaCation Draw Eligibility Period**").
- 5.2 Purchasers who have met all the Eligibility Criteria set out in Section 3 above will be entitled to entries in accordance with Section 3.2 above ("**Participants**"). Each Participant can only be entitled for one (1) Prize regardless of the number of Selected Setia Property(s) purchased during the SetiaCation Draw Eligibility Period subject to Section 5.5 below. In the event that the Participant wins two (2) Prizes, the Organiser shall at its sole and absolute discretion honour the Prize of higher value.
- 5.3 The SetiaCation Draw will be conducted by the Organiser by 30 April 2023 and only nine (9) Winners from the entries will be notified by the Organiser through the contact details provided by the Participants / Winners.
- 5.4 The Organiser reserves the right to vary, postpone or reschedule, or extend the dates of the SetiaCation Draw Eligibility Period and/or the SetiaCation Draw at its sole and absolute discretion.
- 5.5 To be allocated the Prize (herein defined) of higher value, the Winners are required to complete the slogan "I chose to stay in a Setia home because" in 50 words or less, and incorporate the 'live, learn, work, play' concept and the unique selling points of the relevant Setia project.
- 5.6 Winners are required to complete the above slogan within 72 hours from the time the Organiser issues the notification set out in Section 5.3.
- 5.7 Winners shall be ranked and allocated the Prizes (herein defined) based on the judging criteria for the slogan: most to least creative answer.
- 5.8 The allocation of Prizes is in the sole and absolute discretion of the Organiser, and all Winners shall abide by the Organiser's decision regarding such allocation.

## 6. Disqualification

- 6.1 The Organiser reserves the right to disqualify Participant and/or revoke the Prize at any stage of the SetiaCation Draw, if: -
- 6.1.1 The Participant becomes ineligible or does not meet any of the Eligibility Criteria; or
- 6.1.2 The Participant breaches any of these Terms and Conditions or procedure or/ and mechanism of the SetiaCation Draw or other rules and regulations of the SetiaCation Draw or violates any applicable laws or regulations; or
- 6.1.3 The Organiser, in its sole determination, believes that the Participant has attempted to undermine the mechanism of the SetiaCation Draw by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant.

- 6.2 In the event of a disqualification including but not limited to termination of the Letter of Offer and / or the SPA after the Prize has been claimed, 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.

## 7. Warranties and Undertakings

- 7.1 The Participant represents and warrants with the Organiser that:-
- 7.1.1 the Participant has met all the Eligibility Criteria stated above to enter into the SetiaCation Draw in accordance with these Terms and Conditions and shall provide such proof as the Organiser requires; and
  - 7.1.2 all the statements (if any and if so required) made by the Participant to the Organiser are true, correct, accurate and complete.
- 7.2 In consideration of the Organiser offering to the Participant the opportunity to participate in the SetiaCation Draw, the Participant hereby unconditionally and irrevocably: -
- 7.2.1 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 SetiaCation Draw;
  - 7.2.2 agrees that all Prizes to be awarded in the SetiaCation Draw 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;
  - 7.2.3 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser, S P Setia Group or the SetiaCation Draw into disrepute;
  - 7.2.4 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 SetiaCation Draw or Prize (including without limitation, to any representatives of media or any third parties in any form whatsoever); and
  - 7.2.5 agrees that the Participant shall not give any unauthorized product endorsement, interviews or be involved in any articles or reports in respect of the SetiaCation Draw or the Prize with any media or third parties.

## 8. Prize

- 8.1 The prizes for the SetiaCation Draw are listed below (hereinafter collectively referred to as "**Prizes**" or individually as "**Prize**"):
- 8.1.1 1 x 4D3N staycation at Amari Havodda Maldives
  - 8.1.2 2 x 4D3N staycation at Amari Phuket
  - 8.1.3 2 x 4D3N staycation at Amari Watergate Bangkok
  - 8.1.4 2 x 4D3N staycation at Amari Vogue Krabi
  - 8.1.5 2 x 4D3N staycation at Amari Vang Vieng
- 8.2 The nine (9) Prizes comprise of single destination trips that include round-trip economy class air tickets, accommodation, and round-trip airport transfer for the Winner and one (1) partner.
- 8.3 Each Winner is only entitled to one (1) Prize for the SetiaCation Draw.

- 8.4 The Organiser reserves the right to alter, vary and/or replace the Prize to a prize of similar value at any point of time at its sole and absolute discretion.
- 8.5 The Prize is strictly not exchangeable, not transferable, and not redeemable for cash or in kind.
- 8.6 Outside of Section 8.2, all and any costs and expenses incurred in relation to the SetiaCation Draw and/or the Prize shall be borne fully by the Participant and / or winner(s). The Organiser shall be under no obligation to reimburse the Participants and / or winner(s) for any such costs and expenses incurred thereof.
- 8.7 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.
- 8.8 All Prizes must be claimed by the Winners in accordance with the Terms and Conditions of the SetiaCation Draw. The claim period shall be notified by the Organiser at its sole and absolute discretion ("**Claim Period**") and at such collection venue as determined by the Organiser. The Winner must present the National Registration Identity Card (NRIC), MyPR and/or Passport for verification purpose. Failure to claim the Prize within the Claim Period shall result in the Prize being forfeited by the Organiser absolutely and the Organiser shall have no liability to the Winners in any respect whatsoever.
- 8.9 Winners agree to go for the trip before 31 December 2023. Any extension may be granted at full discretion of the Organiser, if applicable. The Prize is not transferable and cannot be exchanged for cash. The Prize is however transferable from the first named purchaser to the joint purchaser named in the SPA upon notice in writing to the Organiser.
- 8.10 If the SPA is terminated or cancelled for whatsoever reasons, the Winners shall pay all cost incurred or irrevocably committed to be incurred in relation to the Prize (including any cancellation costs) to the Organiser as debt due, failing which the Organiser shall be entitled to take any legal action to recover such costs from the Winners.
- 8.11 The Winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the travel prize (including, without limitation, room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax) beyond those included in the Prize itself.
- 8.12 The Prizes must be taken in accordance with terms and conditions as may be set by the Organiser and its partners or sponsors including (without limitation) the following:
  - 8.8.1 the terms and conditions of the respective airlines/carriers;
  - 8.8.2 the terms and limitations of any insurance policy relating to the Prize;
  - 8.8.3 the terms and conditions in connection with all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 8.13 Winners must hold a valid passport with at least six (6) months' validity period. It shall be the responsibility of Winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the Winner fail to obtain such documents, regardless of the circumstances.
- 8.14 If the Winner of the Prize is barred from leaving Malaysia by any authority or refused passage, entry or exit to or from the country being visited, the Organiser will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the Winner.

## 9. Privacy

- 9.1 By participating in the SetiaCation Draw, Participants acknowledge and agree that the Organiser will gain access to, use, disclose, retain and otherwise process certain Personal Data provided by the Participants for the purpose of the SetiaCation Draw. 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 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 SetiaCation Draw and the Prizes.