

SETIA SECRET STASH – GRAND PRIZE GIVEAWAY TERMS AND CONDITIONS

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

1. Organiser

S P Setia Berhad [Registration No. 197401002663 (19698-X)] (“**Organiser**”)

2. Name of the Campaign

Setia Secret Stash Grand Prize Giveaway (“**Campaign**”)

3. Eligibility Criteria

3.1 In order to qualify as an eligible participant of the Campaign, the purchaser(s) shall:

- 3.1.1 validly sign the Sale and Purchase Agreement (“**SPA**”) for the purchase of property from any of the participating development projects as identified by the Organiser in Malaysia (“**Selected Setia Property(ies)**”) during the Campaign eligibility period as set out in Clause 4 hereinbelow (“**Campaign Eligibility Period**”);
- 3.1.2 not be in breach of, or cause a breach of any terms and conditions of the SPA at any time and for any reason whatsoever;
- 3.1.3 be the first named purchaser in the SPA;
- 3.1.4 for corporate purchaser(s), be supported by a certified true copy of the directors’ / shareholders’ resolution authorising the representative to sign the SPA for and on behalf of the corporate purchaser(s);
- 3.1.5 not be employees of the Organiser or any of its subsidiaries, affiliates or related companies within the S P Setia Group whether employed on a part-time, fulltime, permanent or contractual basis including their immediate family members;
- 3.1.6 not be employees of the Organiser and / or S P Setia Group who have tendered their resignation or retired at any time during the Campaign Eligibility Period, including their immediate family members;
- 3.1.7 not be employees of the advertising, media and promotional agencies who are directly involved in the Campaign, including their immediate family members; and
- 3.1.8 not be employees of the service providers and vendors engaged by the Organiser in connection with the Campaign, including their immediate family members.

For the purposes of this clause, “immediate family members” shall include spouses, children, parents, brothers and sisters.

4. Campaign Eligibility Period & Mechanism

4.1 The Campaign Eligibility Period commences from 1 October 2025 (Wednesday), at 12:01AM (Malaysia time), and ends on 31 December 2025 (Wednesday) at 11:59PM (Malaysia time) (both dates inclusive), unless otherwise notified by the Organiser via its official communication channels.

4.2 The purchaser(s) who meet all the Eligibility Criteria set out in Clause 3 above shall be entitled to participate in the Campaign (“**Participant(s)**”). For the avoidance of doubt, each valid

purchase of a Selected Setia Property shall entitle the eligible Participant to one (1) entry in the Campaign. Participants who make multiple valid purchases shall receive multiple entries accordingly.

4.3 The Campaign will be conducted by the Organiser in the following manner: -

- 4.3.1 there will be six (6) rounds of winner selection conducted in accordance with the Judging Criteria;
- 4.3.2 the winners will be notified by the Organiser through the contact details provided by the Participants ("**Winner(s)**");
- 4.3.3 the eligible Participants who do not win in the earlier round(s) shall remain eligible to participate in the subsequent round(s) of winner selection (if any).

4.4 The Organiser reserves the right to vary, postpone, reschedule or extend the Campaign Eligibility Period and/or the Campaign at its sole and absolute discretion.

4.5 The Organiser reserves the right to vary the prizes offered at its sole and absolute discretion.

4.6 To be eligible for prize selection, the Participants must complete the following slogan by scanning a designated QR code or assessing a URL link provided by the Organiser:

"I chose to stay in a Setia home because..."

4.7 The slogan must be completed independently by the Participant, in 30 words or less, incorporating the 'Live, Learn, Work, Play' concept and the unique selling points of the relevant Selected Setia Property.

4.8 The slogan must be submitted at the time of signing the SPA via the designated QR code or URL link at the sales gallery of the Selected Setia Property(ies).

4.9 The Winners shall be selected based on the creativity and originality of their submitted slogans. Entries that best incorporate the 'Live, Learn, Work, Play' concept and highlight the unique selling points of the respective Selected Setia Property will be given priority in prize selection ("**Judging Criteria**").

4.10 Each Winner may select one (1) prize from the Organiser's designated list of prizes. Once a prize has been selected by the Winner, the selection shall be deemed final and binding. The prize cannot be changed, exchanged, substituted, or transferred for any other prize or cash equivalent. The Organiser shall not entertain any requests for alteration or replacement of the selected prize under any circumstances. For the avoidance of doubt, each Winner shall be entitled to receive only one (1) prize throughout the Campaign, regardless of the number of entries submitted or properties purchased during the Campaign Eligibility Period.

5. Disqualification

5.1 The Organiser reserves the right, at its sole and absolute discretion, to disqualify any Participant, and/or revoke, forfeit or reclaim any prize awarded at any stage of the Campaign under any of the following circumstances: -

- 5.1.1 The Participant is found to be ineligible or fails to meet any of the Eligibility Criteria at any point during or after the Campaign; or
- 5.1.2 The Participant or the Winner breaches any of the Terms and Conditions governing the Campaign or violates any applicable laws, regulations or codes of conduct; or
- 5.1.3 The Participant or the Winner engages in or is reasonably suspected of engaging in any conduct that undermines the integrity of the Campaign, including but not limited to fraud, deception, cheating, forgery or any dishonest or unethical behaviour, as determined by the Organiser in its sole discretion.

5.2 In the event of a disqualification or revocation under Clause 5.1 above, the Organiser reserves the right to require the Participant or the Winner to either: -

- 5.2.1 return the prize in its original, unused and undamaged condition (where applicable); or
- 5.2.2 reimburse the Organiser for the full retail value of the prize, as determined by the Organiser in its sole and absolute discretion.

The Organiser's determination in such matters shall be final and binding, and the Participant or Winner shall comply with any such request within the timeframe specified by the Organiser.

6. Warranties and Undertakings

6.1 The Participant represents and warrants with the Organiser that: -

- 6.1.1 the Participant meets all the Eligibility Criteria set out in these Terms and Conditions and shall, upon request, provide such proof or supporting documentation as may be required by the Organiser; and
- 6.1.2 all statements, declarations and disclosures (if any and if so required) made by the Participant to the Organiser are true, accurate, complete and not misleading in any respect.

6.2 In consideration of being permitted to participate in the Campaign, the Participant hereby unconditionally and irrevocably undertakes and agrees as follows: -

- 6.2.1 to fully cooperate and comply with all instructions issued by the Organiser including but not limited to those relating to these Terms and Conditions, procedures and mechanisms of the Campaign;
- 6.2.2 the entitlement to any prize is subject to the condition as set out in Clause 3 above, the accuracy and completeness of all information and disclosure provided by the Participant, and the Participant's full and proper performance of all warranties, undertakings and obligations hereunder;
- 6.2.3 not to engage in any conduct, whether by act or omission, that may directly or indirectly bring the Organiser or the Campaign into disrepute;
- 6.2.4 not, without the prior written consent of the Organiser, to publish, disclose or make any public statement regarding the Campaign or any prize (including without limitation, to any media representatives or third parties in any form whatsoever); and
- 6.2.5 not, without the prior written consent of the Organiser, to give any product or service endorsement, nor participate in any interviews, articles or promotional reports relating to the Campaign or any prize.

7. Prize & Prize Redemption

7.1 Each Winner is only entitled to one (1) prize for the Campaign.

7.2 All prizes are strictly not transferable to any other third party and not exchangeable or redeemable for cash or in kind, whether in part or in whole.

7.3 All and any costs and expenses incurred by the Participant in relation to the Campaign and/or the prize including but not limited to transportation, accommodation, taxes and personal expenses, shall be borne fully by the Participant and / or the Winner. The Organiser shall be under no obligation whatsoever to reimburse or compensate the Participant and / or the Winner for any such costs and expenses incurred thereof.

- 7.4 All prizes are accepted by the Winner entirely at their own risk. The Organiser makes no warranties, representations or guarantees of any kind whatsoever, whether express or implied, including but not limited to the quality, merchantability, fitness for a particular purpose or suitability of any prize. The Organiser shall not be responsible for any terms, conditions, limitations, or expiry associated with third-party products or services.
- 7.5 In respect of gold products, the Organiser does not make any representation or warranty regarding their authenticity, purity, weight, market value, or certification. The Organiser shall not be liable for any claims, losses, or damages arising from the use, resale, valuation or verification of the gold products, including any reliance on third-party grading or market fluctuations.
- 7.6 All prizes shall be claimed by the Winner in accordance with the Terms and Conditions of the Campaign within the collection period. The collection period shall be notified by the Organiser at its sole and absolute discretion ("**Collection Period**") and at such collection venue as determined by the Organiser. The Winner must present the National Registration Identity Card (NRIC), MyPR, Passport, authorisation letter and/or other supporting documents as required by the Organiser for verification purpose upon collection of the prize. Failure to claim or collect the prize within the Collection Period shall result in the prize being forfeited by the Organiser absolutely and the Organiser shall have no liability to the Winner in any respect whatsoever.
- 7.7 Prior to claiming the prize, the following conditions shall apply: -
- 7.7.1 Where the Winner is purchasing the Selected Setia Property with the aid of loan, the Winner's financier must release ten per centum (10%) of the loan amount to the developer of the Selected Setia Property as part of the initial disbursement under the SPA; or
- 7.7.2 Where the Winner is purchasing the Selected Setia Property by way of cash, the Winner must pay in full ten per centum (10%) of the property purchase price, net of any applicable discounts, rebates, price reductions and/or promotional incentives offered by the developer.

These conditions must be fulfilled prior to the prize being awarded. The Organiser reserves the right to verify compliance with these conditions and may withhold or revoke the prize if the conditions are not met in full.

- 7.8 In the event the SPA is terminated or cancelled for whatsoever reasons, the Winner shall be liable to reimburse the Organiser for all costs incurred or irrevocably committed to be incurred in relation to the prize (including but not limited to any cancellation fees, administrative charges and third-party costs). Such reimbursement shall constitute a debt due and payable to the Organiser. The Organiser reserves the right to pursue any legal action to recover the said amounts from the Winner and the Organiser's determination of the costs shall be final and binding.

8. Privacy

- 8.1 By participating in the Campaign, the Participant expressly acknowledges and agrees that the Organiser may collect, access, use, disclose, retain and otherwise process their Personal Data provided by the Participant for purposes related to the Campaign. 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).
- 8.2 In the event that the Participant withdraws consent for the processing of the Personal Data at any time, the Participant shall be deemed to have voluntarily withdrawn from the Campaign and shall be disqualified and ineligible from further participation, including forfeiture of any prize entitlement. The Organiser shall not be liable for any loss or damage arising from such disqualification.

9. General Rules

- 9.1 By agreeing to participating in the Campaign, the Participant expressly and unequivocally agrees to be bound by these Terms and Conditions, the procedures and mechanisms governing the Campaign, and all decisions made by the Organiser. All such decisions including but not limited to those relating to eligibility, winner selection and award of prize shall be final, conclusive and binding. The Organiser shall not be obliged to provide any reasons or enter into any correspondence with any person(s) regarding such decisions. Any failure to comply with any of these Terms and Conditions, the procedure and mechanism may result in disqualification without prior notice.
- 9.2 The rights and obligations of the Participant under this Campaign are personal and non-transferable. The Participant shall not transfer, assign or sub-contract any such rights or obligations to any third party. The Organiser reserves the right to assign or sub-license any part of its rights hereunder to any third party as it deems appropriate.
- 9.3 If applicable, all materials submitted, uploaded or shared by the Participant for the purposes of the Campaign must be original works created by and belong to the Participant. The use of third-party content, including copyrighted materials, trademarks or any other intellectual property not owned by the Participant is strictly prohibited.
- 9.4 If applicable, the Participant further grants the Organiser a non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, publish, retain and modify any materials submitted for the Campaign for the purposes of advertisement, promotion and publicity across any media platforms.
- 9.5 The Winner shall allow the Organiser to use the photos and comments in relation to the prize awarded for editorial, advertising, promotional, marketing and communication purposes for an indefinite period on a complimentary basis.
- 9.6 The Participant agrees, if so required by the Organiser, to make themselves available for interviews, photography, audio and/or video recordings (collectively, the **"Recordings"**) for promotional, advertising and publicity purposes.
- 9.7 The Participant agrees and consents that:
- (a) the Organiser shall have full rights and absolute discretion to use, broadcast and publish such Recordings, including the Participant's name or nickname (if applicable), image and any slogans or captions on any of its platforms in whole or in part without further compensation.
 - (b) All intellectual property rights in the Recordings shall vest exclusively in the Organiser.
 - (c) Participation in the Campaign does not entitle the Participant to wages, salary, fees or any other compensation.
 - (d) By participating in the Campaign, the Participant irrevocably releases, discharges and holds harmless the Organiser, its affiliates, directors, officers, employees, agents and representatives from and against any and all claims, liabilities, costs, injuries, losses, damages or expenses of any kind arising from or in connection with the Campaign or the acceptance, possession, use or misuse of any prize.
- 9.8 The Organiser reserves the right, at any time and at its absolute discretion, to shorten, extend, terminate, suspend or cancel the Campaign in whole or in part without prior notice. In such circumstances, no prize shall be awarded and no compensation, replacement or substitution of any kind shall be provided. If the Campaign is resumed, the Participant shall abide by the Organiser's decision and any revised terms and conditions issued by the Organiser.
- 9.9 The Organiser reserves the right at any time and at its absolute discretion to replace, withdraw, cancel, alter, vary or substitute any prize of equivalent value without prior notice or assigning any reason thereof.