

SETIA SECRET STASH WALK-INS DRAW 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 Walk-Ins Draw ("**Campaign**")

3. Eligibility Criteria

3.1 The Campaign is open to individuals who (i) are at least eighteen (18) years of age, irrespective of whether they are existing purchasers of any S P Setia properties and (ii) have visited one of the participating S P Setia Sales Galleries as identified by the Organiser. In the event if a group of individuals visit a participating S P Setia Sales Gallery at the same time, only one representative from each group will be eligible to participate in the Campaign. ("**Participant(s)**")

3.1.1 The following persons shall not be eligible to participate in the Campaign:

3.1.1.1 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;

3.1.1.2 employees of the Organiser and / or S P Setia Group who have resigned or retired at any time during the Campaign Eligibility Period (herein defined), including their immediate family members;

3.1.1.3 directors and senior management of the Organiser and/or S P Setia Group, including their immediate family members;

3.1.1.4 employees of the advertising, media and promotional agencies who are directly involved in the Campaign, including their immediate family members; and

3.1.1.5 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 1st October 2025 (Wednesday), at 10:00AM (Malaysia time), and ends on 31st December 2025 (Wednesday) at 6:00PM (Malaysia time), unless otherwise notified by the Organiser via its official communication channels ("**Campaign Eligibility Period**").

4.2 The Participants who have met all the Eligibility Criteria set out in Clause 3 above shall be entitled to redeem only one (1) token for a single (1) play at the Gashapon machine, and only once at each participating S P Setia Sales Gallery throughout the entire Campaign Eligibility

Period, subject to the completion of the steps as set out in Clause 4.3 below.

4.3 To participate in the Campaign, each eligible Participant must complete the following steps:

- 4.3.1 **Step 1**: Scan the Campaign QR code at the respective S P Setia Sales Gallery to complete the registration by submitting the required personal details; and
- 4.3.2 **Step 2**: Snap a photo of any subject matter including photo board and Gashapon machine as designated by the Organiser at the participating S P Setia Galleries and post it online via any social media account belonging to the eligible Participant, along with the hashtag caption #SetiaSecretStash. The post must be set visible to public; and
- 4.3.3 **Step 3**: Spin the Gashapon machine and redeem the gift.

4.4 The Organiser reserves the right to verify the identity and eligibility of Participants using the information provided during registration, including but not limited to name, identification number, contact details and social media account(s). Any attempt to participate more than once at the same participating S P Setia Sales Gallery, or through the use of multiple identities, email addresses, or social media accounts or otherwise circumvent the Campaign mechanism, shall result in immediate disqualification at the Organiser's sole discretion.

4.5 The participating S P Setia Sales Gallery(ies) are as below:

Klang Valley

- (a) Bandar Setia Alam
- (b) Trio by Setia
- (c) Setia Bayuemas
- (d) Setia Alam Impian
- (e) Bandar Kinrara
- (f) Temasya Glenmarie
- (g) KL Eco City & Setia Federal Hill
- (h) Setia Eco Templer
- (i) Setia Eco Glades & Setia Safiro
- (j) Setia Warisan Tropika
- (k) Setia Alamsari
- (l) Setia EcoHill

Penang

- (m) Setia Fontaines

Johor

- (n) Setia Eco Gardens
- (o) Bukit Indah
- (p) Setia Eco Cascadia
- (q) Taman Rinting

and any other S P Setia sales galleries as may be determined by the Organiser from time to time 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 gift awarded and distributed 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 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 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 to: -
- 5.2.1 return the gift in its original, unused and undamaged condition (where applicable); or
 - 5.2.2 reimburse the Organiser for the full retail value of the gift, as determined by the Organiser in its sole and absolute discretion.

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 the Organiser 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 gift 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 gift (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 gift.

7. Gift & Gift Redemption

- 7.1 Each eligible Participant who has completed all Campaign requirements shall be evaluated in accordance with the following judging criteria:

- (a) The photo must be visually appealing, clearly taken at one of the participating S P Setia Sales Galleries and must align with the branding and image of the Organiser;
 - (b) The social media post and registration must be completed on the same day as the Participant's visit to the participating S P Setia Sales Galleries and within the Campaign Eligibility Period; and
 - (c) The overall submission must reflect positively on the Organiser's brand, values and visions.
- 7.2 The Organiser shall appoint a panel of judges comprising internal staff and/or management team members to evaluate eligible submissions based on the above judging criteria. All decisions made by the judging panel shall be final and binding. No correspondence or appeals will be entertained.
- 7.3 Selected Participants will be entitled to redeem their gift through one (1) spin of the Gashapon machine, which serves as a symbolic and interactive delivery mechanism.
- 7.4 All gifts are awarded based on the Organiser's evaluation of the Participant's submission. The Organiser shall not be held liable for any perceived unfairness, dissatisfaction, or disputes arising from the outcome of the spin or the nature of the gift received.
- 7.5 All gifts are strictly non-transferable, non-exchangeable and not redeemable for cash or in kind, whether in part or in whole.
- 7.6 The Organiser makes no representation or warranty that any particular gift will be available or awarded to any specific Participant.
- 7.7 All and any costs and expenses incurred by the Participant in relation to the Campaign and/or the gift including but not limited to transportation, accommodation, taxes and personal expenses, shall be borne solely and fully by the Participant. The Organiser shall be under no obligation whatsoever to reimburse or compensate the Participant for any such costs or expenses.
- 7.8 By participating in the Campaign, the Participant acknowledges and accepts the nature of the gift allocation and waives any right to challenge or dispute the Organiser's decision.
- 7.9 All gifts are accepted by the Participant 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 the gift.
- 7.10 In the event that a Participant fails or refuses to accept a gift dispensed via the Gashapon machine, the Participant shall be deemed to have relinquished the gift and the Organiser shall be entitled to deal with the gift in any manner it deems fit at its absolute discretion, including allocating it to another Participant or retaining it without further notice or liability.

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 gift entitlement. The Organiser shall not be liable for any loss or damage arising from such disqualification.

9. General Rules

- 9.1 By 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 gift distribution shall be final, conclusive and binding. The Organiser shall not be obliged to provide any reasons or enter into any correspondence with any persons(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 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.
- 9.6 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 gift.
- 9.7 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 gift shall be distributed 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.
- 9.8 The Organiser reserves the right at any time and at its absolute discretion to replace, withdraw, cancel, alter, vary or substitute any gift of equivalent value without prior notice or assigning any reason thereof.