

#SetiaUnsungHero Social Contest 2026

TERMS & CONDITIONS

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

1. Organiser

*S P Setia (“**Organiser**”)

2. Name of the Contest

#SetiaUnsungHero Social Contest 2026 (“**Contest**”)

3. Eligibility Criteria

- 3.1 The Contest is open to all Malaysian citizens and permanent residents of Malaysia who are at least eighteen (18) years of age (“**Participant**”).
- 3.2 The Participant shall not:
 - 3.2.1 be employees of the Organiser or any of its affiliates or related companies within the S P Setia Berhad Group whether employed on a part-time, fulltime, permanent or contractual basis, including their immediate family members;
 - 3.2.2 be employees of the Organiser and/or S P Setia Berhad Group who have tendered their resignation or retired at any time during the Contest Period, including their immediate family member;
 - 3.2.3 be employees of the advertising, media and promotional agencies who are directly involved in the Contest, including their immediate family members; and
 - 3.2.4 be employees of the service providers and vendors engaged by the Organiser in connection with the Contest, including their immediate family members.

For the purposes of this Clause, “immediate family members” shall include spouses, children, parents, siblings or any other persons under the employees’ guardianship.

4. Contest Mechanism

- 4.1 The Contest commences on 6 February 2026 (Friday), at 12:01AM (Malaysia time), and ends on 15 March 2026 (Sunday), at 11:59PM (Malaysia time) (both dates inclusive), unless notified otherwise by the Organiser via its official communication channels (“**Contest Period**”).
- 4.2 The Organiser reserves the right to vary, postpone, reschedule or extend the Contest or the Contest Period at its sole and absolute discretion. Any such change shall be communicated via the Organiser’s official communication channels.
- 4.3 The Participant(s) who meet all the Eligibility Criteria set out in Clause 3 above shall complete the following steps to participate in the Contest:
 - 4.3.1 **Step 1:** Follow the Organiser on Instagram <@spsetiabhd> (“**Organiser’s Instagram**”) and like the Contest post on the Organiser’s Instagram;
 - 4.3.2 **Step 2:** Post a photo of the Participant’s family reflecting the theme “Unsung Hero” (“**Theme**”) on the Participant’s Instagram post (not Stories), include the hashtags #SetiaUnsungHero, #满心满意 and #SetiaCNY in the caption and tag @spsetiabhd (each a “**Post**”);
 - 4.3.3 **Step 3:** Comment “done” under the Contest post on the Organiser’s Instagram; and

- 4.3.4 **Step 4:** Ensure that the Participant's Instagram account is set to "public" from the time of entry until at least seven (7) days after Winner announcement.
- 4.4 The Post must be the Participant's original work, comply with the Theme and not contain any unlawful, infringing, obscene, defamatory or otherwise objectionable content. The Participant warrants that all persons appearing in the Post have consented to their image being submitted and publicly used for the Contest.

Engagement Measurement

- 4.5 Subject to Clause 4.3 above, by uploading one (1) Post, an Eligible Participant submits one (1) entry in the Contest.
- 4.6 All valid entries shall be judged and ranked by the Organiser based on Engagement, subject to the tie-break mechanism in Clause 4.8. For avoidance of doubt, "**Engagement**" means the total number of "likes" and "comments" recorded on the Participant's Post on Instagram as at 15 March 2026 (Sunday), at 11:59PM (Malaysia time) and excludes comments by the Participant and duplicate or spam comments.
- 4.7 The entries with the highest Engagement will be selected as winners (each a "**Winner**"), with prizes awarded in descending order of Engagement. In the event of a tie in Engagement at any prize position, the higher rank shall be awarded to the Post that first reached the tied Engagement figure. If still tied, the Organiser may apply supplementary criteria (including adherence to Theme) at its sole discretion.
- 4.8 The entry with the highest Engagement shall receive the first prize, the entry with the second-highest Engagement shall receive the second prize, and subsequent prizes shall be awarded accordingly.
- 4.9 Each Participant may submit more than one (1) entry during the Contest Period. Notwithstanding the foregoing, each Winner shall be eligible to receive only one (1) prize under this Contest, regardless of the number of entries submitted.

5. Disqualification

- 5.1 The Organiser reserves the right, at its sole discretion, to disqualify any Participant or Winner, and/or revoke, forfeit or reclaim any prize awarded at any stage of the Contest under any of the following circumstances:
- 5.1.1 The Participant or Winner is found to be ineligible or fails to meet any of the Eligibility Criteria at any point during or after the Contest; or
 - 5.1.2 The Participant or Winner breaches any of the Terms and Conditions governing the Contest or violates any applicable laws, regulations or codes of conduct; or
 - 5.1.3 The Participant or Winner engages in or is reasonably suspected of engaging in any conduct that undermines the integrity of the Contest, including but not limited to fraudulent, cheating, forgery, deception or other dishonest or unethical behaviour or conduct; or
 - 5.1.4 The entry involves artificial or inauthentic activity, including but not limited to purchased likes, automated or bot activity, engagement pods or comment spam; or
 - 5.1.5 The entry content infringes any third-party rights, is not original or lacks necessary consent or permission from the persons appearing in the Post.
- 5.2 In the event of a disqualification or revocation under Clause 5.1 above, the Organiser reserves the right to require the Winner to:
- 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.

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 Contest, 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 Contest;
- 6.2.2 The entitlement to any prize is subject to the conditions 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, S P Setia Berhad Group or the Contest into disrepute;
- 6.2.4 not, without the prior written consent of the Organiser, to publish, disclose or make any public statement regarding the Contest 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 Contest or any prize.

7. Prizes

- 7.1 All prizes are strictly non-transferable, non-exchangeable and not redeemable for cash or in kind, whether in part or in whole.
- 7.2 The Organiser makes no representation or warranty that any particular prize will be available or awarded to any specific Winner.
- 7.3 The prize will be awarded by the Organiser in accordance with the Terms and Conditions of the Contest and must be collected within the collection period. The collection period shall be notified by the Organiser ("**Collection Period**") and if applicable, at such collection venue as determined by the Organiser. Upon collection, the Organiser reserves the right to verify the Winner's identity, including but not limited to Winner's name, identification number, contact details and social media account(s) used to participate in the Contest. 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.
- 7.4 All and any costs and expenses incurred by the Participant in relation to the Contest and/or the prize 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 and/or the Winner for any such costs and expenses.

- 7.5 By participating in the Contest, the Participant acknowledges and accepts the nature of the prize allocation and waives any right to challenge or dispute the Organiser's decision.
- 7.6 All prizes are accepted by the Winners 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 prize.
- 7.7 In the event that a Winner fails or refuses to accept a prize, the Winner shall be deemed to have relinquished the prize and the Organiser shall be entitled to deal with the prize in any manner it deems fit at its absolute discretion, including allocating it to another Eligible Participant or retaining it without further notice or liability.

8. Privacy

- 8.1 By participating in the Contest, the Participant expressly acknowledges and agrees that the Organiser may collect, record, hold, store, access, use, disclose, transfer and otherwise process his/her Personal Data including sensitive personal data for purposes related to the Contest. The Participant further consent that the Organiser may disclose his/her Personal Data to the Organiser's related corporations, S P Setia Berhad Group and authorised service providers strictly for the purposes related to the Contest and/or where required by law. The Organiser's applicable Personal Data and Privacy Policy is available at <https://spsetia.com/privacy-policy/>, 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 Contest and shall be disqualified and ineligible from further participation, including forfeiture of prize 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 Contest, the Participant expressly and unequivocally agrees to be bound by these Terms and Conditions, the procedures and mechanisms governing the Contest, and all decisions made by the Organiser. All such decisions including but not limited to those relating to eligibility, winner selection and prize allocation 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 Contest 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 Contest 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 Contest 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 Contest does not entitle the Participant to wages, salary, fees or any other compensation.
 - (d) By participating in the Contest, 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 Contest or the acceptance, possession, use or misuse of any prize.
- 9.7 The Organiser reserves the right, at any time and at its absolute discretion, to shorten, extend, terminate, suspend or cancel the Contest 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 Contest 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 prize of equivalent value without prior notice or assigning any reason thereof.