

**SETIA'S YUM CHA TREATS (CNY CAMPAIGN) 2019  
TERMS AND CONDITIONS**

The terms and conditions stated herein below shall govern the Fortune Tree Draw organised by the Organiser ("Terms and Conditions"). By participating in the Fortune Tree Draw (hereinafter defined), the Participant shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Fortune Tree 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**

Setia's Yum Cha Treats – Fortune Tree Draw ("**Fortune Tree Draw**")

**3. Eligibility Criteria**

3.1 The Fortune Tree Draw is open for participation to all purchasers who have made a valid payment towards down payment which are acceptable to the relevant S P Setia Group company for a purchase of property (ies) from a S P Setia Group development project ("**S P Setia Properties**");

3.2 purchasers are entitled to claim or redeem the Prize (hereinafter defined) if the purchaser has signed the Letter of Offer, the sale and purchase agreement ("**SPA**") and all other relevant documents in respect of S P Setia Properties and pays the down payment in accordance with Section 3.1 above on or before 31 March 2019.;

3.3 purchasers who are not in default of the SPA at all material times or where the SPA is terminated for whatsoever reasons;

3.4 the first named purchaser in the SPA, unless notified in writing by the Organiser;

3.5 purchasers who are not staff of S P Setia Group. For avoidance of doubt, "staff of S P Setia Group" shall mean and include:

- (a) Those who are currently employed under S P Setia Berhad and/or its subsidiaries;
- (b) Those persons who have purchased S P Setia Properties during the Fortune Tree Draw Period but have since resigned or retired; and
- (c) Those persons (related or otherwise) who are joint purchasers in the SPA with a staff categorised in Section 3.5 (a) and Section 3.5 (b) above.

**4. Fortune Tree Draw Period**

4.1 The Fortune Tree Draw Period runs from 18<sup>th</sup> January 2019 (Friday), at 00.01AM, and ends on 31 March 2019 (Sunday) at 11.59PM, unless otherwise notified ("Fortune Tree Draw Period").

4.2 The purchasers who have met all the Eligibility Criteria will be entitled to make a draw for each S P Setia Properties bought within the Fortune Tree Draw Period ("Participant"). If the purchaser has purchased more than one (1) property from the same S P Setia Group company, he or she will be eligible to make an equal number of draws to the number of property (s) purchased;

4.3 The Organiser reserves the right to vary, postpone or reschedule the dates of the Fortune Tree Draw and/or extend the Fortune Tree Draw Period at its sole and absolute discretion.

- 4.4 The Organiser may terminate or suspend the Fortune Tree Draw at any time at its sole and absolute discretion. In which case, the Organiser may elect not to award any Prize (described in Section 8 below). Such termination or suspension will not give rise to any claim by the Participant. In the event the Fortune Tree Draw is resumed by the Organiser, the Participant shall abide by the Organiser's decision regarding resumption of the Fortune Tree Draw and award of the Prize.

## **5. Disqualification**

- 5.1 The Organiser reserves the right to disqualify Participant and/or revoke the Prize at any stage of the Fortune Tree Draw, if:-
- 5.1.1 The Participant becomes ineligible or does not meet any of the Eligibility Criteria; or
  - 5.1.2 The Participant breaches any of the Terms and Conditions or procedure and mechanism of the Fortune Tree Draw or other rules and regulations of the Fortune Tree Draw or violates any applicable laws or regulations; or
  - 5.1.3 The Organiser, in its sole determination, believes that the Participant has attempted to undermine the operation of the Fortune Tree Draw by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant.
- 5.2 In the event of a disqualification including but not limited to termination of 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.

## **6. Warranties and Undertakings**

- 6.1 The Participant represents and warrants with the Organiser that:-
- 6.1.1 the Participant has met all the Eligibility Criteria stated above to enter into the Fortune Tree Draw in accordance with the Terms and Conditions and shall provide such proof as the Organiser requires; and
  - 6.1.2 all the statements (if any and if so required) made by the Participant to the Organiser are true, correct, accurate and complete.
- 6.2 In consideration of the Organiser offering to the Participant the opportunity to participate in the Fortune Tree Draw, the Participant hereby unconditionally and irrevocably:-
- 6.2.1 confirms that the Participant will cooperate and follow all instructions given to the Participant including but not limited to the Terms and Conditions, the procedure and mechanism of the Fortune Tree Draw;
  - 6.2.2 agrees that all Prizes to be awarded in the Fortune Tree Draw is contingent of Section 3.2 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;
  - 6.2.3 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser (if any) or the Fortune Tree Draw into disrepute;
  - 6.2.4 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 Fortune Tree Draw or Prize (including without limitation, to any representatives of media or any third parties in any form whatsoever); and

- 6.2.5 agrees that the Participant shall not give any product endorsement, interviews or be involved in any articles or reports in respect of the Fortune Tree Draw or the Prize with any media or third parties.

## **7. General Rules**

- 7.1 By participating in the Fortune Tree Draw, the Participant agrees to abide by the Terms and Conditions, procedure and mechanism of the Fortune Tree Draw and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the Fortune Tree Draw. Non-compliance of any Term and Conditions, the procedure and mechanism may result in disqualification.
- 7.2 The Participant permits the Organiser to use the Participant's name, photos and likeness for advertising and promotional purposes without consent, compensation or whatsoever unless prohibited by law.
- 7.3 The winner 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.
- 7.4 The winner 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).
- 7.5 By participating in the Fortune Tree Draw, the Participant forever releases, discharges and holds 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 Fortune Tree Draw or any Prize won.
- 7.6 The Participant shall indemnify the Organiser, its subsidiaries, affiliates, directors, officers and agents from and against all liabilities, costs, loss or expenses suffered thereby as a result of the Participant's breach of the Participant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Fortune Tree Draw.
- 7.7 All rights and privileges herein granted to the Organiser are irrevocable and not subject to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participant have the right to injunctive relief or restrain or otherwise interfere with the organization of the Fortune Tree Draw, the production, distribution, exhibition and/or exploitation of the Fortune Tree Draw, the Prize and/or any product based on and/or derived from the Fortune Tree Draw.
- 7.8 The Organiser reserves the right to send WhatsApp and/or SMS messages or email notification to the Participant containing information regarding the promotional activities of the Organiser and/or its group of companies. If the Participant does not wish to receive such WhatsApp and/or SMS messages or email notification, the Participant is required to call and inform the Organiser accordingly.
- 7.9 The Terms and Conditions and the rules and regulations of the Fortune Tree Draw shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 7.10 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Fortune Tree Draw.

## 8. Prize

- 8.1 The prize will be in the form of discount and/or rebate on the purchase price stated in the SPA (“Prize”) which will be applied nett of all other discounts offered by the Developer, if any.
- The Organiser reserves the right to determine the amount of discount and/or rebate to be won by the winner (s) at its sole and absolute discretion.
- 8.2 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.
- 8.3 The Prize is strictly not exchangeable, not transferable, and not redeemable for cash or in kind.
- 8.4 All and any costs and expenses incurred in relation to the Fortune Tree Draw and/or the Prize shall be borne fully by the Participant. The Organiser shall be under no obligation to reimburse the Participant for any such costs and expenses incurred thereof.
- 8.5 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.
- 8.6 The Winner must present the National Registration Identity Card (NRIC) / MyPR / Passport for verification purpose.
- 8.7 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Fortune Tree Draw Period.

## 9. Privacy

- 9.1 By participating in the Fortune Tree Draw, the Participant acknowledges and agrees that the Organiser will gain access to, use, disclose, retain and otherwise process certain Personal Data provided by the Participant for the purpose of the Fortune Tree 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 Participant withdraws their consent to the access, use, disclosure, retention and process of their Personal Data, the Participant will be disqualified and ineligible for consideration for the Prize.