

## **SIGN & PROSPER (CNY CAMPAIGN) 2025 TERMS AND CONDITIONS**

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

### **1. Organiser**

\*S P Setia

### **2. Name of the Rebate Campaign**

Sign & Prosper Campaign ("**Sign & Prosper Campaign**")

### **3. Eligibility Criteria**

The Sign & Prosper Campaign is open for participation to all purchasers:

- 3.1 who have made a valid booking which are acceptable to the relevant S P Setia Group company ("**Booking**") for a purchase of property (ies) from participating S P Setia Group development project in Malaysia ("**S P Setia Properties**"); However, purchasers of the Government controlled schemes including but not limited to Rumah Selangorku, PP1AM, PR1MA and all Rumah Mampu Milik properties are not entitled to participate in the Sign & Prosper Campaign.
- 3.2 who are entitled to claim or redeem the Prize (hereinafter defined) if the purchasers have signed the Letter of Offer, the sale and purchase agreement ("**SPA**") and all other relevant documents in respect of S P Setia Properties for the booking made and SPA signed between 10<sup>th</sup> January 2025 to 28<sup>th</sup> February 2025 (both dates included).
- 3.3 who are not in default of the SPA at all material times or where the SPA is terminated for whatsoever reasons;
- 3.4 who is the first named purchaser in the SPA, unless notified in writing by the Organiser;
- 3.5 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 Sign & Prosper Campaign Period (hereinafter defined) 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. Sign & Prosper Campaign Mechanism**

- 4.1 The Sign & Prosper Campaign Period runs from 10<sup>th</sup> January 2025 (Friday), at 00.01AM, and ends on 28<sup>th</sup> February 2025 (Friday) at 11.59PM, unless otherwise notified ("**Sign & Prosper campaign Period**").
- 4.2 The purchasers who have met all the Eligibility Criteria will be entitled to participate in the Sign & Prosper Campaign and subject to Section 4.3 below, to draw once for each S P Setia Properties bought within the Sign & Prosper Campaign Period ("**Participants**"). 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 draw equal number of times to the number of S P Setia Properties purchased.
- 4.3 In order to participate in the draw, participants shall be physically present at the participating sales galleries whereby participants are given five (5) questions and a slogan to complete,

and they shall answer correctly all the questions. Once all questions are answered correctly and slogan filled, they will be entitled to draw one (1) rebate slip from a box which will be presented by the Organiser. The rebate slips contain the different amount of RM3,888, RM4,888, RM6,888 and RM8,888 which will be given as Credit Note to offset the down payment of the property in the manner set out in Section 8 below.

- 4.4 The Organiser reserves the right to vary, postpone or reschedule the dates of the Sign & Prosper Campaign and/or extend the Sign & Prosper Campaign Period at its sole and absolute discretion.
- 4.5 The Organiser may terminate or suspend the Sign & Prosper Campaign 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 Sign & Prosper Campaign is resumed by the Organiser, the Participant shall abide by the Organiser's decision regarding resumption of the Sign & Prosper Campaign and award of the Prize.

## **5. Disqualification**

- 5.1 The Organiser reserves the right to disqualify any Participant and/or revoke the Prize at any stage of the Sign & Prosper Campaign, 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 these Terms and Conditions or procedure and mechanism of the Sign & Prosper Campaign or other rules and regulations of the Sign & Prosper Campaign.
  - 5.1.3 The Organiser, in its sole determination, believes that the Participant has attempted to undermine the operation of the Sign & Prosper Campaign 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 Sign & Prosper Campaign in accordance with these 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 Sign & Prosper Campaign, 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 these Terms and Conditions, the procedure and mechanism of the Sign & Prosper Campaign;
  - 6.2.2 agrees that all Prizes to be awarded in the Sign & Prosper Campaign 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 Sign & Prosper Campaign 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 Sign & Prosper Campaign 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 Sign & Prosper Campaign or the Prize with any media or third parties.

## **7. General Rules**

- 7.1 By participating in the Sign & Prosper Campaign, the Participant agrees to abide by these Terms and Conditions, procedure and mechanism of the Sign & Prosper Campaign and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the Sign & Prosper Campaign. Non-compliance of any of these 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 Sign & Prosper Campaign, 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 Sign & Prosper Campaign 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 these Terms and Conditions and/or the rules and regulations of the Sign & Prosper Campaign.
- 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 Sign & Prosper Campaign, the production, distribution, exhibition and/or exploitation of the Sign & Prosper Campaign, the Prize and/or any product based on and/or derived from the Sign & Prosper Campaign.
- 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 These Terms and Conditions and the rules and regulations of the Sign & Prosper Campaign 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 Sign & Prosper Campaign

## **8. Prize**

- 8.1 The prize will be in the form of rebate on the purchase price stated in the SPA ("**Prize**") which will be applied nett of all other discounts / rebates offered by the Developer, if any. The Organiser reserves the right to determine the amount of 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 Sign & Prosper Campaign 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 Sign & Prosper Campaign Period.

## **9. Privacy**

- 9.1 By participating in the Sign & Prosper Campaign, 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 Sign & Prosper 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). In the event the Participants withdraw 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.