

Setia Flex 318 Merdeka Celebration 2019
TERMS AND CONDITIONS

The terms and conditions stated herein below shall govern the Lucky Draw organised by the Organiser ("Terms and Conditions"). By participating in the Lucky 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 Lucky 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 Flex 318 Lucky Draw ("**Lucky Draw**")

3. Eligibility Criteria

- 3.1 The Lucky Draw is open to all purchasers, who have signed the sale and purchase agreement ("**SPA**") for the purchase of property (ies) from a S P Setia Group development project ("**S P Setia Properties**") within the Lucky Draw Period as set out in Section 6 below ;
- 3.2 purchasers who are not in default of the SPA at all material times or where the SPA is terminated for whatsoever reasons;
- 3.3 purchasers whose loan have been approved and accepted by the financier for the purchase of S P Setia Properties within the Lucky Draw Period;
- 3.4 purchasers who have made valid bookings on S P Setia Properties between 23rd December 2019 and 31st December 2019 shall have provided evidence that the loan for the purchase of S P Setia Properties has been approved and accepted within the stipulated period stated in the Letter of Offer;
- 3.5 the first named purchaser in the SPA, unless notified in writing by the Organiser;
- 3.6 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 Lucky 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 3.6 (a) and Section 3.6 (b) above.

4. Lucky Draw Period

- 4.1 The Lucky Draw Period runs from 12th August 2019 (Monday), at 00.01AM, and ends on 31st December 2019 (Tuesday), at 11.59PM, unless otherwise notified ("**Lucky Draw Period**"). Lucky draw will be conducted in January 2020, the dates will be published on our Citizen Setia Facebook page and in via notice in writing to the respective winners.
- 4.2 The purchaser is only eligible to participate in the Lucky Draw conducted by the S P Setia Group company as stated in the SPA. If the purchaser has purchased more than one (1) property from the same S P Setia Group company, he or she is only eligible to make one (1) draw and stands to win either the Grand Prize or if applicable, the Consolation Prize (hereinafter defined).
- 4.3 The Organiser reserves the right to vary, postpone or reschedule the dates of the Lucky Draw or extend the Lucky Draw Period at its sole and absolute discretion.
- 4.4 The Organiser may terminate or suspend the Lucky Draw at any time at its sole and absolute discretion. In which case, the Organiser may elect not to award any Grand Prize or Consolation Prize. Such termination or suspension will not give rise to any claim by the Participant. In the event the Lucky Draw is resumed by the Organiser, the Participant shall abide by the Organiser's decision regarding resumption of the Lucky Draw and award of the Grand Prize and Consolation Prize.

5. Announcement of Winners & Prize Giving Ceremony

- 5.1 The Organiser will announce the winners from the pool of Eligible Participants participating in the Lucky Draw in accordance with Section 4 above.
- 5.2 Winners are required to be present in person with proof of identity throughout the prize-giving ceremony event as notified by the Organiser (“**Winner Notification**”).
- 5.3 If the winners cannot attend the prize-giving ceremony, the winners shall inform the Organiser within three (3) working days from the Winner Notification and nominate a nominee to attend the prize-giving ceremony by filing up a nominee form and returning it to the Organiser within the deadline stated therein (“**Appointed Nominee**”). Winners who fail to nominate a nominee and are not present in person in accordance with this section will be disqualified and shall accept such disqualification without any contestation or claims.
- 5.4 The Organiser reserves the right to change, amend, delete or add at any time to the Terms and Conditions and other rules and regulations including procedure and mechanism of the Lucky Draw at its sole and absolute discretion without prior notification.

6. Disqualification

- 6.1 The Organiser reserves the right to disqualify Participant and/or revoke the Grand Prize and/or Consolation Prize at any stage of the Lucky Draw, if:-
 - 6.1.1 The Participant is ineligible or does not meet any of the Eligibility Criteria; or
 - 6.1.2 The Participant breaches any of the Terms and Conditions or procedure and mechanism of the Lucky Draw or other rules and regulations of the Lucky Draw or violates any applicable laws or regulations; or
 - 6.1.3 The Organiser, in its sole determination, believes that the Participant has attempted to undermine the operation of the Lucky Draw by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant; or
 - 6.1.4 Winner is absent from the prize-giving ceremony and does not comply with Section 5.3 above in nominating a nominee.
- 6.2 In the event of a disqualification after the Grand Prize and/or Consolation Prize has been awarded, the Organiser reserves the right to demand for the return of the Grand Prize and/or Consolation Prize in its original condition or payment of its value from the said disqualified winner (s).

7. Warranties and Undertakings

- 7.1 The Participant represents and warrants with the Organiser that:-
 - 7.1.1 the Participant has met all the Eligibility Criteria stated above to enter into the Lucky Draw in accordance with the Terms and Conditions and shall provide such proof as the Organiser requires; and
 - 7.1.2 all the statements (if any and if so required) made by the Participant to the Organiser are true, correct, accurate and complete.
- 7.2 In consideration of the Organiser offering to the Participant the opportunity to participate in the Lucky Draw, the Participant hereby unconditionally and irrevocably:-
 - 7.2.1 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 Lucky Draw;
 - 7.2.2 agrees that all Grand Prizes and/or Consolation Prizes to be awarded in the Lucky Draw is contingent upon 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;

- 7.2.3 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser (if any) or the Lucky Draw into disrepute;
- 7.2.4 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 Lucky Draw, Grand Prize and/or Consolation Prize (including without limitation, to any representatives of media or any third parties in any form whatsoever); and
- 7.2.5 agrees that the Participant shall not give any product endorsement, interviews or be involved in any articles or reports in respect of the Lucky Draw, the Grand Prize and/or Consolation Prize with any media or third parties.

8. General Rules

- 8.1 By participating in the Lucky Draw, the Participant agrees to abide by the Terms and Conditions, procedure and mechanism of the Lucky Draw and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the Lucky Draw. Non-compliance of any Term and Conditions, the procedure and mechanism may result in disqualification.
- 8.2 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.
- 8.3 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.
- 8.4 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 Grand Prize and Consolation Prize (if any and where applicable).
- 8.5 By participating in the Lucky 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 Lucky Draw or any Grand Prize and/or Consolation Prize won.
- 8.6 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 Lucky Draw.
- 8.7 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 Lucky Draw, the production, distribution, exhibition and/or exploitation of the Lucky Draw, the Grand Prize, the Consolation Prize and/or any product based on and/or derived from the Lucky Draw.
- 8.8 The Organiser reserves the right to send 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 SMS messages or email notification, the Participant is required to call and inform the Organiser accordingly.
- 8.9 The Terms and Conditions and the rules and regulations of the Lucky Draw shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 8.10 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 Lucky Draw.

9. Grand Prize

- 9.1 Only one (1) grand prize of 31.8% discount or RM318,000 cash rebate on the purchase price stated in the SPA (whichever is lower) ("**Grand Prize**") to be won. The Grand Prize will be applied nett of all other discounts offered by the Developer, if any.
- 9.2 Each Winner is only entitled to win one (1) Grand Prize or one (1) Consolation Prize per project during the Lucky Draw Period from a S P Setia Group company regardless of the number of property (ies) bought.
- 9.3 The Organiser reserves the right to alter / vary / replace the Grand Prize to a prize of similar value at any point of time.
- 9.4 The Grand Prize is strictly not exchangeable, transferable and redeemable for cash or in kind.
- 9.5 All and any costs and expenses incurred in relation to the Lucky Draw 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.
- 9.6 In the event the Winner is not contactable or does not accept the Grand Prize in accordance with the Terms and Conditions of the Lucky Draw, the Winner shall be deemed to have relinquished the Grand Prize, and the Organiser shall be entitled to deal with the same at its sole and absolute discretion.
- 9.7 All Grand 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.
- 9.8 The Winner must present the National Registration Identity Card (NRIC) / MyPR / Passport for verification purpose.
- 9.9 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Lucky Draw Period.

10. Consolation Prizes (if applicable)

- 10.1 Only three (3) consolation prize of 8% discount on the purchase price stated in the SPA ("**Consolation Prize**") to be won which will be applied nett of all other discounts offered by the Developer, if any.
- 10.3 The Organiser reserves the right to alter / vary / replace the Consolation Prize to a prize of similar value at any point of time.
- 10.4 The Consolation Prize is strictly not exchangeable, transferable and redeemable for cash or in kind.
- 10.5 All and any costs and expenses incurred in relation to the Lucky Draw 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.
- 10.6 In the event the Winner is not contactable or does not accept the Consolation Prize in accordance with the Terms and Conditions of the Lucky Draw, the Winner shall be deemed to have relinquished the Consolation Prize, and the Organiser shall be entitled to deal with the same at its sole and absolute discretion.
- 10.7 All Consolation 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.
- 10.8 The Winner must present the National Registration Identity Card (NRIC) / MyPR / Passport for verification purpose.
- 10.9 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Lucky Draw Period.

11. Privacy

- 11.1 By participating in the Lucky 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 Lucky 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 Grand Prize.