

SETIA MAD ABOUT HOMES DRAW TERMS AND CONDITIONS

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

Setia Mad About Homes Draw ("**Setia Mad About Homes Draw**")

3. Eligibility Criteria

3.1 The Setia Mad About Homes Draw is open for participation to all purchasers:

- 3.1.1 who have made a valid purchase of property (ies) from a participating S P Setia Group development project in Malaysia ("**Selected Setia Property**") during the period set out in Section 5 below ("**Setia Mad About Homes Draw Eligibility Period**").
- 3.1.2 However, purchasers of the Government controlled schemes including but not limited to Rumah Selangorku, PP1AM, PRIMA, RUMAWIP, Rumah Mutiaraku, Rumah Mampu Biaya and all Rumah Mampu Milik properties are not entitled to participate in the Setia Mad About Homes Draw.
- 3.1.3 purchasers who signed and fully complied with the terms of the Letter of Offer, Sales & Purchase Agreement (SPA) and the Financier's Loan documents (if applicable) or down payment made thirty (30) days upon booking the Selected Setia Property within the Setia Mad About Homes Draw Eligibility Period.
- 3.1.4 purchasers who are not in default of the SPA at all material times and / or where the SPA is terminated or cancelled for whatsoever reason.
- 3.1.5 the first named purchaser in the SPA, unless notified in writing to the Organiser.
- 3.1.6 purchasers who are not employees of the Organiser and S P Setia Group (herein defined). For avoidance of doubt, "employees of S P Setia Group" shall mean and include:
 - 3.1.6.1 employees of the Organiser or S P Setia Group's subsidiaries or related companies ("**S P Setia Group**") and employed on a part-time, fulltime, permanent or contractual basis including their immediate family members (i.e. spouses, children, parents, brothers and sisters of such employees).
 - 3.1.6.2 employees of the Organiser and / or S P Setia Group who have resigned or retired at any time during the Setia Mad About Homes Draw Eligibility Period (herein defined) including their immediate family members (i.e. spouses, children, brothers and sisters of such employees).

3.1.6.3 representatives and / or agents of the Organiser including the relevant advertising and promotion agencies and vendors who are directly involved with the Setia Mad About Homes Draw and their immediate family members

3.2 Subject to the Eligibility Criteria above, one (1) Selected Setia Property purchased will entitle the Eligible Participant a number of entry(ies) based on the following:

3.2.1 SPA signed within seven (7) days from valid booking made – entitled for five (5) entries.

3.2.2 SPA signed within fourteen (14) days from valid booking made – entitled for three (3) entries

3.2.3 SPA signed within thirty (30) days from valid booking made – entitled for two (2) entries

4 General Rules

4.1 By agreeing to participate in the Setia Mad About Homes Draw, Participant agrees to abide by these Terms and Conditions, procedure and mechanism of the Setia Mad About Homes Draw and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the Setia Mad About Homes Draw. Non-compliance of any of these Term and Conditions, the procedure and mechanism will result in disqualification.

4.2 The Participants / winner(s) 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.

4.3 All materials uploaded and shared for the purpose of this Setia Mad About Homes Draw must be originally created by and belong to the Participants. For the purpose of the Setia Mad About Homes Draw, Participants are not allowed to use, upload and share any materials, visual and / or copyright work that belongs to other party, online or offline.

4.4 Participants / winner(s) further grant the Organiser license to display, retain and modify all materials, visual and / or work submitted to the Organiser for the purpose of advertisement and promotion in any other media platforms.

4.5 The Participants and Winner agree, if so required by the Organiser, to make himself/herself available for the production, recording and publicity of the Setia Mad About Homes Draw during the such time and production schedule as may be notified by the Organiser: -

4.6.1 Interview (which shall be recorded); and/or

4.6.2 Taking of still photos, audio and/or visual recording for promotions and publicity use.

(hereinafter collectively referred to as “**Recording**”)

4.6 The Participants and Winner agree and consent that the Organiser shall have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Organiser’s discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.

4.7 The Participants and Winner agree and consent that their participation in the Setia Mad About Homes Draw does not entitle them to wages, salary or any other compensation.

- 4.8 Winner(s) 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).
- 4.9 By participating in the Setia Mad About Homes Draw, the Participant shall indefinitely release, discharge and hold harmless the Organiser, its subsidiaries, affiliates, directors, officers and agents from and against all liabilities, costs, injuries, loss, or damages of any kind arising from or in connection with the Setia Mad About Homes Draw and / or any Prize won.
- 4.10 The Organiser may terminate, suspend or cancel the Setia Mad About Homes Draw at any time at its sole and absolute discretion. In which case, the Organiser may elect not to award any Prize. Such termination, suspension or cancellation will not give rise to any claim by the Participants. In the event the Setia Mad About Homes Draw is resumed by the Organiser, Participants shall abide by the Organiser's decision regarding resumption of the Setia Mad About Homes Draw and award of the Prize.
- 4.11 In the event of termination, suspension or cancellation of the Setia Mad About Homes Draw for any reason whatsoever at any point of time, a notice shall be posted on the Organiser's official Facebook account whereby the Setia Mad About Homes Draw will be deemed as terminated, suspended or cancelled and the Prize will no longer be available to be won. In such event, no substitution of Prize of any kind will be made to the winner.

5. Setia Mad About Homes Draw Campaign Period & Mechanism

- 5.1 The Setia Mad About Homes Draw Eligibility Period runs from 9th May 2025 (Friday), at 12.01AM, and ends on 31st August 2025 (Sunday) at 11.59PM (both dates included), unless otherwise notified ("**Setia Mad About Homes Draw Eligibility Period**").
- 5.2 Purchasers who have met all the Eligibility Criteria will be entitled to make a draw in accordance with Section 3.2 above ("**Participants**"). If the Participant has purchased more than one (1) property from the same S P Setia Group company, he or she will receive the number of entries in accordance with Section 3.2 for each property purchased.
- 5.3 To stand a chance to win the Prize:
 - 5.3.1 **Step 1:** Participants will receive a Lucky Draw Form which corresponds to the number of entries which the Participant is entitled to pursuant to Section 3.2 above from the sales executive once the SPA is signed.
 - 5.3.2 **Step 2:** Participants are required to complete the Lucky Draw Form(s) including to complete the slogan "*I choose to stay in a Setia home because...*" in 30 words or less, and incorporate the 'live, learn, work, play' concept and the unique selling points of the relevant Setia project. For avoidance of doubt, Participants are only allowed to complete one (1) slogan irrespective of number of the Lucky Draw Forms to be completed.
 - 5.3.3 **Step 3:** Participants are required to submit all the Lucky Draw Form(s) and slogan to the Organiser once completed.
 - 5.3.4 **Step 4:** Participants will receive a notification from the Organiser to make a draw ("**Organiser's Notification**") through the contact details provided to the Organiser.
 - 5.3.5 **Step 5:** The slogan will be judged by the Organiser. A winner will be selected by the Organiser at the Organiser's absolute discretion.

- 5.4 The Organiser reserves the right to vary, postpone or reschedule, or extend the dates of the Setia Mad About Homes Draw Eligibility Period and/or the Setia Mad About Homes Draw at its sole and absolute discretion.
- 5.5 The allocation of Prize is in the sole and absolute discretion of the Organiser, and Winner shall abide by the Organiser's decision regarding such allocation.
- 5.6 In the event the Winner cannot be contacted for whatever reason after at least three (3) attempts and/or days, the Prize will be forfeited and at the Organiser's absolute discretion, awarded to an alternate.

6. Disqualification

- 6.1 The Organiser reserves the right to disqualify Participant and/or revoke the Prize at any stage of the Setia Mad About Homes Draw, if: -
 - 6.1.1 The Participant becomes ineligible or does not meet any of the Eligibility Criteria; or
 - 6.1.2 The Participant breaches any of these Terms and Conditions or procedure or/ and mechanism of the Setia Mad About Homes Draw or other rules and regulations of the Setia Mad About Homes 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 mechanism of the Setia Mad About Homes Draw by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant.
- 6.2 In the event of a disqualification including but not limited to termination of the Letter of Offer and / or 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.

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 the Setia Mad About Homes Draw in accordance with these 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 Setia Mad About Homes 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 these Terms and Conditions, the procedure and mechanism of the Setia Mad About Homes Draw.

- 7.2.2 agrees that the Prize to be awarded in the Setia Mad About Homes Draw is contingent of Section 3 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.
- 7.2.3 agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser, S P Setia Group or the Setia Mad About Homes 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 Setia Mad About Homes Draw or 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 unauthorized product endorsement, interviews or be involved in any articles or reports in respect of the Setia Mad About Homes Draw or the Prize with any media or third parties.

8. Prize & Prize Redemption

- 8.1 The prize for the Setia Mad About Homes Draw is listed below (hereinafter collectively referred to as "**Prize**"):
 - 8.1.1 1 x Setia Home – Temasya Prisma @ Temasya Glenmarie (Type Prisma Premier, 678 sq.ft)
- 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 and not redeemable for cash or in kind, whether in part or in full. The Prize will only be registered in the name of the Winner and the Organiser is not obliged to register or transfer the Prize in the name of any other person. However, the Organiser at its absolute discretion may consider the Winner's request for a transfer of the Prize from the Winner's name to the name(s) of the purchasers appeared on the SPA set out in Section 3.1 above.
- 8.4 The transfer of the Prize to the Winner or to the purchaser mentioned in Section 8.3 above is subject to applicable laws and regulations, as well as the approvals and consents from the relevant government authorities.
- 8.5 Participant shall bear his/her own costs and expenses incurred in relation to the Setia Mad About Homes Draw. Participants/Winner agree that The Organiser shall not be obliged to reimburse the Participants and / or winner(s) for any such costs and expenses incurred thereof.
- 8.6 All specifications of the Prize are fixed. Prize is accepted entirely at the risk of the Winner and are awarded by the Organiser without any warranty of any type whatsoever, express or implied.
- 8.7 Prize must be claimed by the Winner in accordance with these Terms and Conditions. The claim period shall be notified by the Organiser at its sole and absolute discretion ("**Claim Period**") and at such collection venue as determined by the Organiser. The Winner must present the National Registration Identity Card (NRIC), MyPR and/or Passport for verification purpose. Failure to claim the Prize within the Claim 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.

- 8.8 In the event the Winner chooses not to accept the Prize, he/she forfeits any and all claim to the Prize, which will be dealt with at the absolute discretion of the Organiser.
- 8.9 If the SPA in relation to the Prize ("**Prize SPA**") is terminated or cancelled for whatsoever reasons by the Winner, the Winner shall pay all cost incurred or irrevocably committed to be incurred in relation to the Prize (including any cancellation costs), if any, to the Organiser as debt due, failing which the Organiser shall be entitled to take any legal action to recover such costs from the Winner.
- 8.10 The Winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Prize.
- 8.11 Save for the legal fees and the stamp duty imposed on the memorandum of transfer ("**MOT**") and on the Prize SPA, the Winner shall be wholly responsible for the payment of all duties and taxes, insurance and/or other miscellaneous charges (including but not limited to deposits payable to TNB, SYABAS and maintenance charges and sinking funds) relating to the Prize or otherwise arising as a result of the Winner accepting the Prize. The Winner is advised to seek professional advice regarding tax and legal implications of accepting the Prize.

9. Privacy

- 9.1 By participating in the Setia Mad About Homes 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 Setia Mad About Homes 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 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.