

UEM Sunrise 'Happy Goals' End-of-Year Campaign

1. Introduction

1.1. These terms and conditions ("Terms and Conditions") shall govern the UEM Sunrise 'Happy Goals' End-of-Year Promotions Campaign ("Promotions") organised by UEM Sunrise Berhad ("Organiser").

1.2. The Organiser reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including changing of the mechanism for the Promotions at its sole discretion.

1.3. The Organiser may terminate or suspend the Promotions at any time at its absolute discretion in which case, and the Organiser may elect not to award any prize(s). Such termination or suspension will not give rise to any claim by the participants. If the Promotions is resumed by the Organiser, the participants shall abide by the Organiser's decision regarding the resumption of the Promotions and disposition of the prizes. The Promotions will be held during the Campaign Period as defined below.

1.4. For the avoidance of doubt, the termination, suspension or cancellation of the Promotion, the participants or the winners shall not be entitled to claim compensation from the Organiser for any losses or damages suffered or incurred by the participant or the winners as a direct or indirect result of the act of termination, suspension or cancellation.

2. Promotions Period

2.1. The Promotions will be held during the following period:

- A) from 8 November 2022, 12.00am to 31 December 2022, 11.59pm (for NFT redemption);
- B) from 8 November 2022, 12.00am to 31 December 2022, 11.59pm (for Happy Goals social media engagement)

2.2. The Organiser reserves the right to vary, postpone or re-schedule the dates of the Promotions or extend the Promotions Period at its sole discretion.

3. Eligibility

3.1 The Promotions is open to:

- A) Malaysian citizens and residents
- B) Aged 18 and above
- C) Non-residents

3.2 The Organiser reserves the right to disqualify participants and/or revoke the prize (at any stage of the promotions and games) if in the Organiser's sole determination, the entry does not meet the Promotions and Games requirements (as defined below).

3.3 Participants which are ineligible and excluded from this promotions are:

- (A) Employees of UEM Sunrise Berhad ("UEM Sunrise") and its appointed advertising, fulfilment and promotion agencies;
- (B) Affiliates of UEM Sunrise, subsidiaries of UEM Sunrise and their immediate families (spouses, and parents, siblings, children and each of their spouses and household members) of each of 3.3(a).

4. Promotions Mechanics

4.1 UEM Sunrise Happy Goals Promotions mechanics:

- A) The Promotion period is from 8 November 2022, 12.00am to 31 December 2022, 11.59pm
- B) This Promotion is applicable to the participating properties only; in Central Region which are Allevia Mont'Kiara and KAIA Heights; in Southern Region which are Forest Heights Begonia, Broadhill Phase 1 & 2, Forest Avenue and Arden Hill Phase 1 & 2 only.
- C) This Promotion is applicable for direct sales and sales through agents

- D) This Promotion cannot be combined with any other offers, not applicable with other campaigns' rebates, discounts, vouchers or promotion.
- E) Participants must book and sign the Sales and Purchase Agreement (SPA) by 31 December 2022 at 11.59pm to redeem corresponding property packages and full NFT utilities.
- F) Benefits stated in 4.1(e) will be rewarded to the participants via signing of SPA and any decision made shall be final.

4.2 UEM Sunrise Happy Goals NFTs Promotions mechanics:

- A) The Promotion period is from 8 November 2022, 12.00am to 31 December 2022, 11.59pm
- B) Participants must first register online by submitting all required information on www.uemsunrise.com/HappyGoals
- C) The participant will be contacted by a UEM Sunrise sales consultant to provide a QR code from which the participant can redeem the NFT
- D) The first 100 number of participants who redeem the NFT token will be entitled to the first-tier utilities i.e. a RM10.00 Grab e-wallet voucher when meeting the sales consultants at the sales gallery. Prizes fulfillment will be done by UEM Sunrise's prize fulfillment agency.
- E) Participants will be able to redeem their NFT's full utilities (specific project promotion) upon signing of Sales Purchase Agreement (SPA) before 31 December 2022

4.3 UEM Sunrise Happy Goals Social Media engagement mechanics:

- A) The contest period is from 8 November 2022, 12.00am to 31 December 2022, 11.59pm
- B) Follow and like UEM Sunrise's IG account [[@uem_sunrise](https://www.instagram.com/@uem_sunrise)]
- C) Answer the question on the post and tag 2 friends
- D) Stand a chance to be part of the lucky winner to win prizes worth (RM2,000)

4.3.1 Winner selection:

- A) Participants who fulfil the above criteria, will be eligible to stand a chance to win Grab eWallet vouchers.
- B) A total of **66** winners will be selected during the contest period and any decision made shall be final.
- C) Winners will be contacted via social media private message (PM), direct message (DM) or email to provide their full name, I/C number, mobile number, email address & mailing address (“Personal Details”) for prize fulfilment purposes by the Organiser
- D) Grab eWallet reload cannot be exchanged for cash and are subjected to Grab Terms & Conditions of use
- E) Winners are required to collect the prizes within 2 weeks period of the announcement date for each week. Failure to collect within 2 weeks, the prize will be deemed forfeited.

4.4 The Organiser’s decision on all matters relating to this Promotions shall be final, conclusive and binding. All appeals shall not be entertained.

4.5 The Organiser shall be entitled to reject or disqualify any user or transaction that attempts to undermine the operation of the Promotions by abusing the mechanism, fraud, cheating, or deception at its own discretion.

4.6 Each prize is unique, available for one-time redemption only.

4.7 The organiser shall not be held responsible for any losses (including loss of opportunity and any other losses arising therefrom) and damages suffered in the event of cancellation of the Promotions.

4.8 The NFTs and prizes are not transferable, exchangeable and not redeemable by cash or other items.

4.9 The winners are responsible for all taxes payable as a result of a prize being awarded (if applicable).

4.10 The Organiser shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Winners. Winners are advised to check the Winners announcement which will be posted on the Organiser's social media accounts.

4.11 In the event any prize has been forfeited or is unclaimed for a reasonable duration, the Organiser may, at its sole discretion, give the forfeited Prize to another participant from the remaining eligible entries. In such an instance, this other participant ("Replacement Winners") shall be selected using a method to be determined by the Organiser at its sole discretion.

4.12 The prize will only be delivered ONCE. Any failure to accept or receive the delivery will not be reimbursed and requests to collect the prize will not be entertained.

5. Cost

5.1 All costs incurred by the participants in relation to and/or with respect to the Promotions including without limitation to postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the participants as a result of and/or according to his/her participation in the Promotions shall be solely borne by the participants (if any). The Organiser shall not be under any obligation to reimburse the participants for any of such costs and expenses incurred.

6. Governing Law

6.1 The Terms and Conditions of the Promotions shall be construed, governed and interpreted in accordance with the laws of Malaysia.

7. Usage Rights

7.1 By participating in this Promotions, you agree that any winning or short-listed/finalist photos/images/videos you submit (depends on online game mechanics) may be used by the

Organiser solely for its marketing and promotional purposes and activities, which include; promoting this Promotions and displaying the Entries on the Organiser's social media platforms or other media forms as the Organiser deems fit for its advertising and marketing activities, editing, cropping and re-sizing the photo/image/video.

7.2 You hereby grant the Organiser a non-exclusive, perpetual and irrevocable license in each entry for the uses described above. (depends on social media engagement mechanics)

7.3 You acknowledge your responsibility for protecting your entry against image misuse by third parties, by, but not limited to, the insertion of a watermark etc. and the Organiser, its employees, agencies, representatives and sponsors can assume no responsibility and are not liable for any image misuse. (depends on online game mechanics)

7.4 Should any photo/image/videos used beyond those needed for the Contest arise you will be contacted and given the opportunity to negotiate any such usage with the parties concerned independently of the Contest. (depends on online game mechanics)

7.5 By participating in the Promotions, accepting or collecting any Prize, the participant agrees to indemnify and hold harmless the Organiser, all its business partners, its subsidiaries, affiliated companies and/or agencies, together with their respective directors, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of the Organiser and any other participating sponsors related to this Promotions, from any claim, prosecution, judgment, damage, loss or liability which all Prize winners may have or suffer, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

(a) The Promotions

(b) Personal injury and/or property damage, theft or loss suffered by the participant as a result of their participation in the Contest and in the use and/or enjoyment and/or acceptance of the NFT received or Prize won by the Prize winner, or

(c) The use of Prize winner's name(s), likeness, biography, voice(s) or videotape recordings of the Prize winner by the Organiser or otherwise in connection with or related to the Promotions referred to herein pursuant to the permission hereby granted

7.6 All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the participant have the right to seek for injunctive relief or to restrain or otherwise interfere with the organisation of the Promotions, the production, distribution, exhibition and/or exploitation of the Promotions and/or any product based on and/or derived from the Promotions.

7.7 All personal data collected will only be used for the purposes of managing and operating the Promotions and not for any other purposes and the Organiser shall manage the personal data according to the Personal Data Protection Act 2010 and the prevailing rules and regulations on data privacy in Malaysia from time to time. By participating in this Promotions, participants hereby have read and agree to the terms of the Organiser's privacy policy in <https://uemsunrise.com/storage/files/PrivacyPolicy.pdf>

7.8 The Organiser reserves the right at its absolute discretion to vary, delete or add to any of these terms and conditions without any prior notice and all participants shall be bound by such changes.

7.9 These terms and conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Contest.

7.10 Disclosure: The Promotions are in no way sponsored, endorsed or administered by, or associated with Facebook/Instagram. All information provided is solely provided to the Organiser and not to Facebook/Instagram.

8. Miscellaneous

8.1 The participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. 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.

8.2 The invalidity, illegality or unenforceability of any part of the Terms and Conditions shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Promotions.

8.3 By participating in these Promotions a participant agrees that he or she will not bring any claim against Instagram, Facebook, UEM Sunrise and its appointed agents (if any).

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