

UEM Sunrise 'Happy+ Right Home. Right Now.' Campaign

1. Introduction

1.1 These terms and conditions ("**Terms and Conditions**") shall govern the **UEM Sunrise 'Happy+ Right Home. Right Now.' Campaign** ("**Campaign**") 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 Campaign at its sole discretion.

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

1.4 For the avoidance of doubt, the termination, suspension or cancellation of the Campaign, 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 participants or the winners as a direct or indirect result of the act of termination, suspension or cancellation.

1.5 The Campaign consists of:

- a. Year-End Lucky Draw;
- b. Bi-Annual Lucky Draw; and
- c. Monthly Giveaways

2. Campaign Period

2.1 The Campaign will be held from **8 February 2024 to 31 December 2024**.

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

3. Eligibility

3.1 The Campaign is open to:

- a. New registrants of UEM Sunrise's properties;
- b. New purchasers of UEM Sunrise's properties;
- c. Aged 18 and above; and
- d. Followers of UEM Sunrise official Facebook and Instagram

3.2 The Organiser reserves the right to disqualify and/or revoke the giveaways (at any stage of the Campaign) if in the Organiser's sole determination, the entry does not meet the Campaign Mechanics (as defined below).

3.3 Participants' Facebook and/or Instagram profile must be set to public mode to be eligible for this Campaign.

4. Campaign Mechanics

4.1 Annual Lucky Draw mechanics:

- a. The Campaign period is from **8 February 2024 to 31 December 2024**
- b. This Campaign is applicable to the participating properties only; in Central Region which are The MINH, KAIA Heights, Intrika 3A1, Intrika 3A3, Intrika 3A4, Intrika 3A2, Residence ZIG and The Connaught One; in Southern Region which are Senadi Hills Phase 2B - Bumi Lots, Estuari ParkHomes, Estuari Greens, PH Avenue (Direka Square), Aspira Lakehomes, Aspira Hills Phase 1, Arden Hills Phase 2 - Bumi units, Broadhill 1 & 2 and Begonia.
- c. The Campaign is applicable for direct sales and sales through agents
- d. Participants must sign the Sales and Purchase Agreement ("**SPA**") within 30 days from reservation and within the Campaign period to stand a chance of enjoying these benefits under the Annual Lucky Draw Giveaways ("**ALDG**")
 - i. A trip for two to Melbourne, Australia
 - ii. Branded electrical appliances
 - iii. Trésor special draw

No.	Annual Lucky Draw Giveaways (“ALDG”)	No. of ALDG
1	Grand Annual Lucky Draw: Trip for two to Melbourne and Ogawa massage chair	2
2	Bi-Annual Lucky Draw: Electrical Appliances	11
3	Quarterly Lucky Draw: Trésor Special Draw	4
4	Total	17

- e. All ALDG will be delivered to the winners upon signing of the SPA for the purchased property.
 - i. Winners will be notified by the Organiser’s or its appointed vendor about the collection of giveaways.
 - ii. Winners will be contacted to provide their full name, I/C number, mobile number, email address and mailing address (“Personal Details”) for ALDG’s fulfilment purposes by the Organiser or its appointed vendor.
 - iii. Participants that sign the SPA within the Campaign period will be eligible for the ALDG.
- f. Winner selection for Grand Annual Lucky Draw: A lucky draw will be held in December whereby one (1) winner will be drawn for the trip for two to Melbourne and one (1) winner will be drawn for the Ogawa massage chair, at random by the Organiser or its appointed vendor.
- g. Winner selection for Bi-Annual Lucky Draw: The lucky draw will be held once in July whereby seven (7) winners will be drawn and once in December whereby four (4) winners each will be drawn, at random by the Organiser or its appointed vendor.
- h. Winner selection for Quarterly Trésor Special Draw: A lucky draw will be held once every quarter whereby only one (1) winner will be drawn each quarter at random by the Organiser or its appointed vendor. Any Trésor members that buy one (1) unit of any participating property during the Campaign period will be eligible to win a petrol voucher worth RM500.
- i. Benefits stated under 4.1(d) will be rewarded to the participant(s) via the Grand Annual Lucky Draw, the Bi-Annual Lucky Draw and Quarterly Trésor Special Draw and any decision made by the Organiser shall be final.

4.2 Monthly Giveaways mechanics:

- a. The Campaign period is from **8 February 2024 to 31 December 2024**.
- b. Participants must have signed the SPA within each month of the Campaign period. Only the first five (5) participants to sign the SPA will be eligible.
- c. Winner selection: Participants who fulfil the above criteria will be eligible to win petrol vouchers worth RM500.
 - i. A total of five (5) winners will be selected per month during the Campaign period and any decision made by the Organiser shall be final.
 - ii. Winners will be contacted to provide their full name, I/C number, mobile number, email address and mailing address (“Personal Details”) for Campaign fulfilment purposes by the Organiser or its appointed vendor.
 - iii. Petrol vouchers cannot be exchanged for cash and are subjected to the participating vendors’ Terms and Conditions of use.

4.3 Allianz Partners Emergency Home Assistance Package mechanics:

- a. The Campaign period is from **8 February 2024 to 31 December 2024**.
- b. Participants must sign the SPA within 30 days from reservation and within the Campaign period to stand a chance of enjoying these benefits. Only the first one thousand (1,000) participants to sign the SPA will be eligible.
- c. The Allianz Partners Emergency Home Assistance Package (“home package”) is applicable to participating properties as stated in the Campaign mechanics only.
- d. Winner selection:
 - i. Participants who fulfil the above criteria will be eligible to win the home package.
 - ii. A total of one thousand (1,000) winners will be selected during the Campaign period and any decision made by the Organiser shall be final.
 - iii. This home package cannot be exchanged for cash and is subjected to the participating vendors’ Terms and Conditions of use.
- e. Winners are deemed to consent to having their personal information shared with Allianz Partners for the purpose of redemption and account activation.

4.4 The Organiser's decision on all matters relating to this Campaign 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 Campaign by abusing the mechanism, fraud, cheating, or deception at its own discretion.

4.6 Each giveaway 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 Campaign.

4.8 The giveaways in the form of electrical appliances, gadgets and gift vouchers are not transferable, exchangeable, and not redeemable by cash or other items.

4.9 The ALDGs and home package are redeemable upon signing of the SPA of property purchased by the winners.

4.10 The Organiser reserves the right to forfeit the happy+ Right Home. Right Now ALDG and home package in the event of death of winner(s) prior to the redemption of the same.

4.11 The winners are responsible for all taxes payable for the ALDG and home package.

4.12 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 winner's announcement which will be posted on the Organiser's social media accounts.

4.13 In the event of any unclaimed ALDG and home package within two (2) months from announcement of winners, the Organiser may, at its sole discretion forfeit the ALDG and home package redemption.

4.14 Any giveaways will only be delivered once by the vendor appointed by the Organiser. The Organiser will not reimburse the participants for any failure to accept or receive the delivery of the giveaways. The Organiser shall not entertain subsequent requests to collect the giveaways.

4.15 The Organiser shall not be liable for any losses, damage or electrical issues in relation to the ALDG and home package.

5. Cost

5.1 All costs incurred by the participants in relation to and/or with respect to the Campaign 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 Campaign 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 Campaign shall be construed, governed, and interpreted in accordance with the laws of Malaysia.

7. Usage Right

7.1 By participating in this Campaign, you agree that any winning or short-listed/finalist photos/images/videos you submit may be used by the Organiser solely for its marketing and promotional purposes and activities, which include; promoting this Campaign and/or other campaigns to be organised by the Organiser 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. You hereby grant the Organiser a non-exclusive, perpetual and irrevocable license in each entry for the uses described above.

7.2 You acknowledge your responsibility for protecting your entry against image misuse by third parties, by, not limited to the insertion of a watermark and the Organiser, its employees, agencies, representatives, and sponsors shall assume no responsibility and are not liable for any photos/images/videos misuse.

7.3 By participating in the Campaign, accepting or collecting any giveaways and home package, the participant(s)/winner(s) agree(s) to indemnify and hold harmless the Organiser, all its business partners, its subsidiaries, affiliated companies and/or agencies, joint venture companies, 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 Campaign, from any claim(s), prosecution; costs, damages, fine, penalty, loss or liability whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

- a. The Campaign;
- b. Personal injury and/or property damage, theft or loss suffered by the participant(s)/winner(s) as a result of their participation in the Campaign and in the use and/or enjoyment and/or acceptance of the giveaways won by the winner(s); or
- c. The use of winner's name(s), likeness, biography, voice(s), photos/images/videos or videotape recordings of the winner by the Organiser; or(d)otherwise in connection with or related to the Campaign referred to herein pursuant to the permission hereby granted.

7.4 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(s) have the right to seek for injunctive relief or to restrain or otherwise interfere with the organisation of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.

7.5 All personal data collected will only be used for the purposes of managing and operating the Campaign 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 Campaign, Participants hereby have read and agree to the terms of the Organiser's privacy policy in <https://uemsunrise.com/storage/files/PrivacyPolicy.pdf>

7.6 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.

7.7 The Terms and Conditions in this Campaign will prevail over any other inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertised by the Organiser.

7.8 Disclosure: The Campaign is 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 and/or obligations listed herein. The Organiser shall be entitled to assign 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 Terms and Conditions of the Campaign.

8.3 By participating in this Campaign, the participant agrees not to commence any claim against Instagram, Facebook, UEM Sunrise, and its appointed agents (if any).

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