

UEM Sunrise 'Inspiring Malaysia' Festive Campaign

1. Introduction

1.1. These terms and conditions ("Terms and Conditions") shall govern the UEM Sunrise 'Inspiring Malaysia' Festive Sales Promotion ("Promotion") 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 Promotion at its sole discretion.

1.3. The Organiser may terminate or suspend the Promotion at any time at its absolute discretion in which case, and the Organiser may elect not to continue with the promotional rebates and package(s). Such termination or suspension will not give rise to any claim by the Participants. If the Promotion is resumed by the Organiser, the Participants shall abide by the Organiser's decision regarding the resumption of the Promotion and availability of the rebates and packages. The Promotion 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 shall not be entitled to claim compensation from the Organiser for any losses or damages suffered or incurred by the Participants as a direct or indirect result of the act of termination, suspension or cancellation.

2. Promotion Period

2.1. The Promotion will be held during the following period from 8 August 2022, 12.00am to 18 September 2022, 11.59pm

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

3. Eligibility

3.1 The Promotion is open to:

(a) Individuals who are eligible property purchasers both Malaysian and foreign as is defined by the Ministry of Housing and Local Government Malaysia; ("Participants")

3.2 The Organiser reserves the right to disqualify Participants and/or revoke the rebate or package (at any stage of the Promotion) if in the Organiser's sole determination, the entry does not meet the property purchase terms and conditions.

3.3 There are no exclusion clauses to the Participants of the Promotions as long as they meet the general property purchasing conditions as laid out by the Ministry of Housing and Local Government.

4. Promotion Mechanics

4.1 65 Celebratory Specials and More promotion mechanics:

(a) The promotion period is from 8 August 2022, 12.00am to 18 September 2022, 11.59pm

(b) This promotion is applicable to the following properties:

(c) Featured Properties include in Central Region which are Allevia Mont'Kiara, KAIA Heights (limited to the first 16x units of additional RM2,222 rewards), Residensi AVA (limited to the first 5x BUMI units of RM6,500 rewards).

(d) Featured properties in Malaysian Vision Valley includes Forest Heights Begonia, Forest Heights Broadhill (Phase 1 & 2), Forest Heights Arden Hill (Phase 1) and Forest Avenue of which all properties under Malaysian Vision Valley are applicable for Merdeka special promotion total valued at RM97,400 (for first come first served basis) , as well as:

(e) Signature Properties include in Southern Region which are Residensi Ledang, Bayu Angkasa, Estuari Gardens, Almas, Teega, Imperia and Impiana

(f) A limited number of products are available on a first come, first served basis.

(g) This Promotion cannot be combined with any other offers, not applicable with other campaigns' rebates, discounts, vouchers or promotions.

(h) Participants must book and sign the Sales and Purchase Agreement (SPA) **by 18 September 2022 at 11.59pm**

4.2 The Organiser's decision on all matters relating to this Promotion shall be final, conclusive and binding. All appeals shall not be entertained.

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

4.6 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 Promotion.

4.8 The rebates are not transferable, exchangeable and not redeemable for cash or other items.

4.9 The Organiser shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Participants.

4.11 In the event any rebate has been forfeited or is unclaimed for a reasonable duration, the Organiser may, at its sole discretion, give the forfeited rebate to another Participant from the remaining eligible Participants.

In such an instance, this other Participant ("Replacement Buyers") shall be selected using a method to be determined by the Organiser at its sole discretion.

5. Cost

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

7. Usage Rights

7.1 By participating in this Promotion, you agree that any photos/images/videos you participate in may be used by the Organiser solely for its marketing and promotional purposes and activities, which include; promoting this Promotions and displaying the successful purchases 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.

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.

7.4 Should any photo/image/videos used beyond those needed for the Promotion arise you will be contacted and given the opportunity to negotiate any such usage with the parties concerned independently of the Promotion.

7.5 By participating in the Promotion, accepting or collecting any rebate and package(s), the contestant 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 Promotion, from any claim, prosecution,

judgment, damage, loss or liability which all successful Participants may have or suffer, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

(a) The Promotion

(b) Personal injury and/or property damage, theft or loss suffered by the Participant as a result of their participation in the Promotion and in the use and/or enjoyment and/or acceptance of the rebate and package(s) obtained by the Participant, or

(c) The use of Participant's name(s), likeness, biography, voice(s) or videotape recordings of the Participant's by the Organiser or otherwise in connection with or related to the Promotion 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 Promotion, the production, distribution, exhibition and/or exploitation of the Promotion and/or any product based on and/or derived from the Promotion.

7.7 All personal data collected will only be used for the purposes of managing and operating the Promotion 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 Promotion, 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 Promotions.

7.10 Disclosure: The Promotion 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 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 Promotion.

8.3 By participating in this Promotion, 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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