

KEMPEN IMPIAN BUMIPUTERA TERMS AND CONDITIONS

The terms and conditions stated herein below shall govern the Kempen Impian Bumiputera organised by the Organiser (“**Terms and Conditions**”). By participating in the Campaign, the participant shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Campaign including any amendments or variations thereof and unequivocally accept the same in their entirety.

1. Organiser

*S P Setia (“**Organiser**”)

2. Name of the Campaign

Kempen Impian Bumiputera (“**Campaign**”)

3. Eligibility Criteria

3.1 In order to qualify as an eligible participant of the Campaign, the purchaser(s) shall purchase one (1) unit of property from any of the Eligible Setia Property(ies) in accordance with these Terms and Conditions and shall:

3.1.1 for individual:

- (a) be a Malaysian citizen with Bumiputera status;
- (b) be aged eighteen (18) years and above; and
- (c) not be a bankrupt;

3.1.2 for corporate purchaser, be a Bumiputera company with one hundred per centum (100%) Bumiputera shareholding, or other legal entity with Bumiputera status, that:

- (a) does not have a petition for winding up presented against it in a court of competent jurisdiction; and
- (b) is supported by a certified true copy of the directors’ / shareholders’ resolution authorising the representative to sign the Sale and Purchase Agreement (“**SPA**”) for and on behalf of the corporate purchaser;

3.1.3 submit a duly completed purchaser’s details form to secure his/her/their interest on an Eligible Setia Property during the Campaign Eligibility Period;

For the avoidance of doubt, “**Eligible Setia Property(ies)**” means any identified Bumiputera lot or unit located in Malaysia that forms part of the development projects undertaken by the company(ies) within S P Setia Berhad Group (“**Setia Company**”). Unless otherwise specified, Eligible Setia Property(ies) shall exclude:

- (a) any property forming part of a development project located outside of Malaysia;
- (b) any property that has been sold by any party in a sub-sale or secondary transaction;
- (c) any land (including vacant land, development land and/or industrial land);
- (d) any industrial property; and/or
- (e) any property developed or being developed under any Government-Controlled Scheme, including but not limited to Rumah Selangorku, PP1AM, PR1MA and any Rumah Mampu Milik schedule, in each case as amended or replaced from time to time.

References to “Eligible Setia Properties” shall be construed accordingly.

3.1.4 execute a valid SPA within thirty (30) days from the date of submission of the purchaser’s details form;

- 3.1.5 be the first named purchaser in the SPA;
- 3.1.6 not be in breach of, or cause a breach of any terms and conditions of the SPA at any time and for any reason whatsoever;
- 3.1.7 not be employees of the Organiser or any of its subsidiaries, affiliates or related companies within the S P Setia Berhad Group whether employed on a part-time, fulltime, permanent or contractual basis including their immediate family members;
- 3.1.8 not be employees of the Organiser and / or S P Setia Berhad Group who have tendered their resignation or retired at any time during the Campaign Eligibility Period, including their immediate family members;
- 3.1.9 not be employees of the advertising, media and promotional agencies who are directly involved in the Campaign, including their immediate family members; and
- 3.1.10 not be employees of the service providers and vendors engaged by the Organiser in connection with the Campaign, including their immediate family members.

For the purposes of this Clause, “immediate family members” shall include spouses, children, parents, siblings or any other persons under the employee’s guardianship.

- 3.2 The Organiser reserves the right at any time, to change, amend, delete or expand the list of the Eligible Setia Properties as provided in Clause 3.1.1 without any notification.

4. Campaign Eligibility Period & Mechanism

- 4.1. The Campaign Eligibility Period commences from 1 July 2026 (Wednesday), at 12:01AM (Malaysia time), and ends on 30 September 2026 (Wednesday) at 11:59PM (Malaysia time) (both dates inclusive), unless otherwise notified by the Organiser via its official communication channels.
- 4.2. Any purchaser who meets all Eligibility Criteria set out in Clause 3 above shall be entitled to participate in the Campaign (each an “**Eligible Participant**”).
- 4.3. Subject to availability of Prizes as set out in Clause 4.4, each valid purchase of one (1) unit of an Eligible Setia Property by an Eligible Participant shall entitle that Eligible Participant to one (1) Prize in the form and manner as set out in Clause 7.1. An Eligible Participant who makes multiple valid purchases shall be entitled to a corresponding number of Prizes, provided always that the total number of Prizes available under the Campaign is capped at fifty seven (57) in aggregate, determined at the Organiser’s sole and absolute discretion.
- 4.4. Prizes will be allocated on a first-come, first-served basis to valid purchases. Each Eligible Participant to whom a Prize is allocated in accordance with this Clause shall be a “**Winner**”. The Organiser’s determination and records as to allocation are final, conclusive, and binding on all Eligible Participants.

5. Disqualification

- 5.1. The Organiser reserves the right, at its sole and absolute discretion, to disqualify any Winners, and/or revoke, forfeit or reclaim any Prize at any stage of the Campaign under any of the following circumstances:
 - 5.1.1. the Eligible Participant or Winner is found to be ineligible or fails to meet any of the Eligibility Criteria at any point during or after the Campaign; or
 - 5.1.2. the Eligible Participant or Winner breaches any of the Terms and Conditions governing the Campaign, purchaser’s details forms, or SPA or violates any applicable laws,

regulations or codes of conduct; or

- 5.1.3. the Eligible Participant or Winner engages in or is reasonably suspected of engaging in any conduct that undermines the integrity of the Campaign, including but not limited to fraud, deception, cheating, forgery or any dishonest or unethical behaviour, as determined by the Organiser in its sole discretion.
- 5.2. In the event of any disqualification or revocation under Clause 5.1 above, the Organiser reserves the right, at its discretion, to:
 - 5.2.1. cancel and/or forfeit the Prize;
 - 5.2.2. require the Winner to return the Prize in its original, unused and undamaged (where applicable); and/or
 - 5.2.3. if used or redeemed, require the Winner to reimburse the Organiser the full amount of the Prize within seven (7) days of written demand.
- 5.3. If the Winner fails to pay any amount when due under this Clause, then such amount shall be deemed part of the sums due and payable under the SPA, governed by the terms of the SPA.
- 5.4. Where the Organiser is not the vendor under the SPA, the unpaid amount shall be recoverable by the Organiser as a debt due and owing; and the Winner hereby authorises the Setia Company to include such amount in any progress billing or statement of account and to collect the amount on the Organiser's behalf.
- 5.5. For the avoidance of doubt, the operation of this Clause shall not be construed as an amendment to the SPA, but as an agreement by the Eligible Participant and/or Winner to apply the payment and enforcement mechanisms of the SPA to amounts due hereunder. In the event of any inconsistency in respect of the same subject matter, the terms of the SPA shall prevail.

6. Warranties and Undertakings

- 6.1. The Eligible Participant represents and warrants with the Organiser that:
 - 6.1.1. the Eligible Participant has met all the Eligibility Criteria stated above in these Terms and Conditions, and shall, upon request, provide such proof or supporting documentation as may be required by the Organiser; and
 - 6.1.2. all statements, declarations and disclosures (if any and if so required) made by the Eligible Participant to the Organiser are true, accurate, complete and not misleading in any respect.
- 6.2. In consideration of being permitted to participate in the Campaign, the Eligible Participant hereby unconditionally and irrevocably undertakes and agrees as follows:
 - 6.2.1. to fully cooperate and comply with all instructions issued by the Organiser including but not limited to those relating to these Terms and Conditions, the procedures and mechanisms of the Campaign;
 - 6.2.2. the entitlement to the Prize is subject to the condition as set out in Clause 3 above, the accuracy and completeness of all information and disclosure provided by the Eligible Participant and the Eligible Participant's full and proper performance of all warranties, undertakings and obligations hereunder;
 - 6.2.3. not to engage in any conduct, whether by act or omission, that may directly or indirectly bring the Organiser or the Campaign into disrepute;
 - 6.2.4. not, without the prior written consent of the Organiser, to publish, disclose or make any public statement regarding the Campaign or Prize (including without limitation, to any

media representatives or third parties in any form whatsoever); and

6.2.5. not, without the prior written consent of the Organiser, to give any product or service endorsement, nor participate in any interviews, articles or promotional reports relating to the Campaign or the Prize.

7. Prize

- 7.1. The prize under the Campaign is IKEA gift cards with an aggregate value of RM5,000.00 (“**Prize**”) for each Eligible Setia Property purchased by a Winner subject to these Terms and Conditions.
- 7.2. The Prize is strictly not transferable to any other third party and not exchangeable or redeemable for cash or in kind, whether in part or in whole.
- 7.3. The Prize is accepted by the Winner entirely at his/her/their own risk. The Organiser makes no warranties, representations or guarantees of any kind whatsoever, whether express or implied including but not limited to the quality, merchantability, fitness for a particular purpose or suitability of any Prize. Without prejudice to the foregoing, where the Prize consists of gift cards or other third-party products or services, the Organiser shall not be responsible for any terms, conditions, usage restrictions, limitations, availability or expiry imposed by the relevant third party.
- 7.4. The Prize offered herein shall be strictly without prejudice to the rights of the Organiser and/or the Setia Company under the SPA entered into between the Eligible Participant and the Setia Company. Nothing herein shall relieve or be deemed to relieve the Eligible Participant of its obligations and duties towards the Setia Company under the SPA.
- 7.5. The Prize will be awarded by the Organiser in accordance with the Terms and Conditions of the Campaign within the collection period. The collection period shall be notified by the Organiser at its sole and absolute discretion (“**Collection Period**”) and if applicable, at such collection venue as determined by the Organiser. The Winner must present the National Registration Identity Card (NRIC), MyPR, Passport, authorisation letter and/or other supporting documents as required by the Organiser for verification purpose upon collection of the Prize. Failure to claim or collect the Prize within the Collection 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.
- 7.6. Prior to claiming the Prize, the Winner must have paid to the Setia Company, and the Setia Company must have received at least ten per centum (10%) of the purchase price (after deducting any applicable discounts, rebates, price reductions and/or promotional incentives offered by the Setia Company) pursuant to the payment schedule under the SPA. The Organiser shall verify compliance with this Clause (including by requesting bank release advice, receipt and other evidence of payment) and may withhold or revoke the Prize if the conditions are not met in full.
- 7.7. The sale of the Eligible Setia Property(ies) must be concluded by sales personnel of S P Setia Berhad Group only. For the avoidance of doubt, the sale of Eligible Setia Property(ies) concluded by any real estate agent (whether authorised or unauthorised by S P Setia Berhad Group) is not eligible in this Campaign.
- 7.8. The Organiser reserves the right, at any time and at its sole and absolute discretion, to replace, withdraw, cancel, suspend, terminate, alter, vary or otherwise change the Prize without prior notice or assigning any reason. Upon any such replacement, withdrawal, cancellation, suspension, termination or change, neither the Organiser nor S P Setia Berhad Group shall be under any obligation to provide or extend the same or any privileges to the Winner.
- 7.9. These Terms and Conditions shall prevail over the contents of any brochure or other promotional materials in respect of the Prize in the event of discrepancies.

- 7.10. All and any costs and expenses incurred by the Eligible Participant in relation to the Campaign and/or the Prize including but not limited to transportation, accommodation, taxes and personal expenses, shall be borne fully by the Eligible Participant and/or the Winner. The Organiser shall be under no obligation whatsoever to reimburse or compensate the Eligible Participant and/or the Winner for any such costs and expenses incurred thereof.

8. Privacy

- 8.1. By participating in the Campaign, the Eligible Participants hereby give consent to the Organiser to collect, record, hold, store, access, use, disclose, transfer and otherwise process their Personal Data including sensitive personal data for purposes related to the Campaign. The Eligible Participants further consent that the Organiser may disclose their Personal Data to the Organiser's related corporations, S P Setia Berhad Group and authorised service providers strictly for the purposes related to the Campaign and/or where required by law. The Organiser's applicable Personal Data and Privacy Policy is available at <https://spsetia.com/privacy-policy/>, as may be amended from time to time.
- 8.2. In the event that the Eligible Participants withdraw consent for the processing of the Personal Data at any time, the Eligible Participants shall be deemed to have voluntarily withdrawn from the Campaign and shall be disqualified and ineligible from further participation, including forfeiture of Prize entitlement. The Organiser shall not be liable for any loss or damage arising from such disqualification.

9. General Rules

- 9.1. By agreeing to participating in the Campaign, the Eligible Participant expressly and unequivocally agrees to be bound by these Terms and Conditions, the procedures and mechanisms governing the Campaign, and all decisions made by the Organiser. All such decisions including but not limited to those relating to eligibility and Prize shall be final, conclusive and binding. The Organiser shall not be obliged to provide any reasons or enter into correspondence with any person(s) regarding such decisions. Any failure to comply with any of these Terms and Conditions, the procedure and mechanism may result in disqualification without prior notice.
- 9.2. The rights and obligations of the Eligible Participants under this Campaign are personal and non-transferable. The Eligible Participant shall not transfer, assign or sub-contract any such rights or obligations to any third party.
- 9.3. The Eligible Participant shall allow the Organiser to use the photos and comments in relation to the Prize for editorial, advertising, promotional, marketing and communication purposes for an indefinite period on a complimentary basis.
- 9.4. The Eligible Participant agrees, if so required by the Organiser, to make themselves available for interviews, photography, audio and/or video recordings (collectively, the "**Recordings**") for promotional, advertising and publicity purposes.
- 9.5. The Eligible Participant agrees and consents that:
- 9.5.1. the Organiser shall have full rights and absolute discretion to use, broadcast and publish such Recordings, including the Eligible Participant's name or nickname (if applicable), image and any slogans or captions on any of its platforms in whole or in part without further compensation.
 - 9.5.2. All intellectual property rights in the Recordings shall vest exclusively in the Organiser.
 - 9.5.3. Participation in the Campaign does not entitle the Eligible Participant to wages, salary, fees or any other compensation.
 - 9.5.4. By participating in the Campaign, the Eligible Participant irrevocably releases, discharges and holds harmless the Organiser, its affiliates, directors, officers,

employees, agents and representatives from and against any and all claims, liabilities, costs, injuries, losses, damages or expenses of any kind arising from or in connection with the Campaign or the acceptance, possession, use or misuse of any Prize.

- 9.6. The Organiser reserves the right, at any time and at its sole and absolute discretion, to shorten, extend, terminate, suspend or cancel the Campaign in whole or in part without prior notice. In such circumstances, no Prize shall be awarded and no compensation, replacement or substitution of any kind shall be provided. If the Campaign is resumed, the Eligible Participant shall abide by the Organiser's decision and revised terms and condition issued by the Organiser.