

“CITIZEN SETIA LOVE MOVIES CONTEST: FAST & FURIOUS 8”

TERMS AND CONDITIONS

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

1. Contest Organiser

S P Setia Berhad (Company No.: 19698-X)

2. Name of the Contest

“CS Love Movie Contest: Fast & Furious 8”

3. The Contest

3.1 The entry procedure and mechanism of the Contest are posted on the Contest Organiser’s Facebook page (www.facebook.com/spsetia) and Citizen Setia’s microsite (www.spsetia.com/citizensetia). The Contestants must adhere to the entry procedure and mechanism of the Contest as may be briefed and communicated to the Contestants by the Contest Organiser from time to time during the Contest Period.

3.2 The Contestant may submit multiple entries for the Contest.

3.3 The Contest Organiser reserves the right to change, amend, delete or add at any time to the Terms and Conditions and other rules and regulations including the mechanism of the Contest at its absolute discretion by posting a notice on the Contest Organiser’s Facebook page (www.facebook.com/spsetia) and Citizen Setia’s microsite (www.spsetia.com/citizensetia).

4. Contest Period

4.1 The Contest begins on 26th April 2017 (Wednesday), at 06.00 p.m. and ends on 13th May 2017 (Saturday), at 11.59p.m., unless otherwise notified. All entries must be placed and received by the Contest Organiser on or before 13th May 2017 (Saturday), at 11.59p.m. Entries received after the stipulated time will be disqualified and ineligible for consideration for Prizes.

4.2 The Contest Organiser reserves the right to vary, postpone or reschedule the dates of the Contest or extend the Contest Period at its absolute discretion.

4.3 The Contest Organiser may terminate or suspend the Contest at any time at its absolute discretion. In which case, the Contest Organiser may elect not to award any Prize. Such termination or suspension will not give rise to any claim by the Contestants. If the Contest is resumed by the Contest Organiser, the Contestant shall abide by the Contest Organiser’s decision regarding resumption of the Contest and award of the Prizes.

5. Eligibility Criteria

5.1 All Malaysians and Permanent Residents of Malaysia aged Eighteen (18) and above are eligible to participate in the Contest (“Contestants”).

6. Ineligibility

- 6.1 The following category of persons are NOT eligible to participate in the Contest:-
- 6.1.1 the employees of the Contest Organiser, its subsidiaries or related companies (collectively referred to as "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).
 - 6.1.2 the employees who have tendered their resignation or retired at any time during the Contest Period including their immediate family members (i.e. spouses, children, parents, brothers, and sisters of such employees); and
 - 6.1.3 the representatives, agents of the Contest Organiser including the relevant advertising and promotion agencies and vendors who are directly involved with the Contest, and their immediate family members (i.e. spouses, children, parents, brothers, and sisters).

7. Disqualification

- 7.1 The Contest Organiser reserves the right to disqualify Contestant and/or revoke the Prize at any stage of the Contest, if:-
- 7.1.1 The Contestant is ineligible or does not meet any of the Eligibility Criteria; or
 - 7.1.2 The Contestant breaches any of the Terms and Conditions or other rules and regulations of the Contest or violated any applicable laws or regulations; or
 - 7.1.3 The Contest Organiser, in its sole determination, believes that the Contestant has attempted to undermine the operation of the Contest by fraud, deception or cheating.
- 7.2 In the event of a disqualification after the Prize has been awarded, the Contest Organiser reserves the right to demand for the return of the Prize or payment of its value from the said disqualified winner.

8. Warranties

- 8.1 The Contestant represents and warrants with the Contest Organiser that:-
- 8.1.1 the Contestant has met all the Eligibility Criteria to enter into the Contest in accordance with Terms and Conditions and shall provide such proof as the Contestant Organiser requires;
 - 8.1.2 all the statements (if any and if so required) made by the Contestant to the Contest Organiser are true correct accurate and complete.
- 8.2 In consideration of the Contest Organiser offering to the Contestant the opportunity to participate in a Contest, the Contestant hereby unconditionally and irrevocably;
- 8.2.1 confirms that the Contestant will cooperate and follow all instructions given to the Contestant.

- 8.2.2 agrees that where Contestants are required to submit any photographs, drawings, pictures, slogans, any materials or other creative works, including voice or video recordings (collectively “Intellectual Property”) with the entry of the Contest, the Contestants warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights.
- 8.2.3 agrees that the Contest Organiser reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Contestant and/or the winners of the Contest and/or their representatives.
- 8.2.4 agrees that all Prizes to be awarded in the Contest is contingent upon the accuracy of the information provided and disclosures made by the Contestant and the full and complete performance of the Contestant’s warranties, undertakings and obligations hereunder.
- 8.2.5 agrees that the Contestant shall not by act or omission, directly or indirectly bring the Contest Organiser (if any) into disrepute.
- 8.2.6 agrees that the Contestant shall not without the prior written consent from the Contest Organiser publish or disclose any information in connection with the Contest or Prize (including without limitation, to any representatives of media in any form whatsoever).
- 8.2.7 agrees that the Contestant shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the Prize with any third party.

9. Prize and Selection of Winners

- 9.1 The winners will be selected at random on the sole and absolute discretion of the Contest Organiser.
- 9.2 Each winner will receive one (1) road tax sticker (“Prize”).
- 9.3 The winners’ names will be announced by the Contest Organiser on the Contest Organiser’s Facebook Page (www.facebook.com/spsetia) and Citizen Setia website (www.spsetia.com/citizensetia) on 18 May 2017 (Thursday) (“Announcement Date”).
- 9.4 Notwithstanding Clause 3.2, each winner is only entitled to one (1) Prize under the Contest.
- 9.5 The winners will be notified and are required to email their personal details as set out below, to contestadmin@spsetia.com within three (3) days from the Announcement Date:
- 9.5.1 Full name (as per NRIC);
 - 9.5.2 NRIC No.;
 - 9.5.4 Mobile number; and
 - 9.5.4 Email address.
 - 9.5.5 Citizen Setia (Y/N) If yes, kindly state the last property purchased and property information

- 9.6 All Prizes must be collected within the collection period notified by the Contest Organiser at such collection venue as determined by the Contest Organiser together with the National Registration Identity Card for name verification purpose. Failure to claim or collect the Prize within one (1) week from the date of notification shall result in the Prize being forfeited by the Contest Organiser and the Contest Organiser shall have no liability to the winners in any respect whatsoever.
- 9.7 In the event that the Contestant chooses not to accept a Prize, the Prize shall be forfeited and the Prize will be dealt with according to the absolute discretion of the Contest Organiser.
- 9.8 All Prizes are accepted entirely at the risk of the winners and are awarded by the Contest Organiser without any warranty of any kind express or implied.
- 9.9 The Contest Organiser's decisions on all matters relating to the Contest (including the selection of Contestants) shall be final, absolute and binding on the Contestants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decisions of the Contest Organiser will be entertained. Any matters which are not covered under the Contest Terms shall be determined solely by the Contest Organiser.
- 9.10 The Contestant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period.

10. Prizes

- 10.1 Resale of Prizes is strictly prohibited.
- 10.2 The Prizes being non-cash prizes shall not be redeemed for cash or other alternatives.
- 10.3 All Prizes are strictly not transferable, assignable exchangeable or redeemable by the Contestant in any other form or manner other than that specified by the Contest Organiser.
- 10.4 All costs incurred by Contestant in relation to and/or with respect to the including without limitation all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Contestant as a result of and/or pursuant to his/her participation in the Contest and/or Prize shall be solely borne by the Contestant. The Contest Organiser shall not be under any obligation to reimburse the Contestant for any of such costs and expenses incurred thereof.

11. Other Terms and Conditions

- 11.1 The Contest Organiser reserve the right to send SMS messages or email notification to the Contestant mobile phone numbers or email address containing information and promotional activities regarding any other promotions of the Contest Organiser and/or its subsidiaries. If a Contestant does not wish to receive such SMS messages or email, the Contestant is required to call and inform the Contest Organiser accordingly.
- 11.2 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 11.3 The Contestant forever waive, release and discharge the Contest Organiser, from and against any and all liabilities, costs, loss, damages or expenses which the Contestant or any party claiming through the Contestant hereafter may have arising out of acceptance of any Prize or participation in the Contest including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.
- 11.4 The Contestant shall indemnify the Contest Organiser, its affiliates and agent from and against all liability, cost, loss or expenses suffered thereby as a result of the Contestant's breach of the Contestant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Contest.
- 11.5 The Contestant shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Contest 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 Contest Organiser.
- 11.6 All rights and privileges herein granted to the Contest Organiser irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Contestant have the right to injunctive relief or restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.
- 11.7 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.