

## **Mah Sing's 30<sup>th</sup> Anniversary Lucky Draw Event (v1.0)**

Mah Sing's 30<sup>th</sup> Anniversary Lucky Draw Event (hereinafter referred to as "**Event**") is organized by Mah Sing Properties Sdn Bhd (hereinafter referred to as the "**Organizer**"). By entering into the Event, the participant(s) agree(s) and/or consented to be bound by all the Terms & Conditions as follows:-

### **Terms and Conditions**

#### **1. Schedule of Event**

- 1.1 The Participants will be informed in due course of the event date (collectively herein referred as "**the Event Period**").
- 1.2 The Organizer shall at its sole and absolute discretion to extend or change the Event Period at any time without any prior notice to be given to the participant(s) (herein referred as the "**Extended Event Period**"). Any participation during the Event Period and/or the Extended Event Period, as the case may be, shall be strictly governed by the Terms and Conditions as mentioned herein which shall remain in full force and with its legal binding effect.

#### **2. Eligibility of the Participation of the Event**

- 2.1 The Event is open to Mah Sing purchaser(s) who shall only be eligible to participate in the Event subject to the full compliance of the following conditions:-
  - (a) has/have purchased the unit(s)/property(s) from the Organizer or any of the Organizer's related company(ies) wherein sale and purchase agreement has been executed and dated between 6<sup>th</sup> April 2024 and 31<sup>st</sup> March 2025 (herein referred as "**the Campaign Period**"); and
  - (c) where the unit / property purchased is a completed project, the unit is fully converted and the purchaser(s) must have settled in full the purchase price of the property pursuant to the terms of the sale and purchase agreement; or
  - (d) where the unit / property purchased is under construction, the unit is fully converted and the purchaser has paid up to stage 2(a) (inclusive of rebates) pursuant to the payment schedule to the statutory sale and purchase agreement except for consolation prizes (which will be given on stage 2(a) or when loan is disbursed or whichever is earlier); and
  - (e) has signified acceptance on these "Mah Sing's 30<sup>th</sup> Anniversary Lucky Draw Event" terms and conditions set out herein.

- (f) where the unit / property purchased is not classified under the category of Rumah Mampu Milik (RMM), Rumah SelangorKu (RSKU) or Rumah WIP, as purchase of units under the classifications above is strictly not entitled for the participation of the lucky draw.
  - (g) for the avoidance of doubt, a unit / property having 2 or more purchasers shall be entitled only to one eligibility / one eligible participant.
- 2.2 In the event the Eligible Participant(s) whose sale and purchase agreement has been determined and/or terminated for whatsoever reasons at any time within the Event Period or the Extended Event Period, he/she shall then be disqualified from the Event during the Event Period and/or the Extended Event Period, as the case may be, and the Eligible Invitation issued by the Organizer shall be automatically revoked, ceased and has no legal binding effect and the he/she shall have no further claim(s) from such disqualified from the Event.
- 2.3 Subject to the Paragraph 2.1 hereof, the Eligible Participant(s) will receive the total amount of Eligible Entry(s) for the Event based on the conditions below:-
- (a) 3 Eligible Entry(s) if sale and purchase agreement is executed/signed within 14 days from date of confirmation and acceptance of unit booking and within the Campaign Period;
  - (b) 2 Eligible Entry(s) if sale and purchase agreement is executed/signed between 15 to 30 days from date of confirmation and acceptance of unit booking and within the Campaign Period;
  - (c) 1 Eligible Entry if sale and purchase agreement is executed more than 30 days irregardless of the date of confirmation and acceptance of unit booking and signing of sale and purchase agreement is within the Campaign Period;
  - (d) 1 additional Eligible Entry if Mah Sing purchaser(s) share a post about their newly purchased Mah Sing property on the Instagram social media platform and adhere to the necessary qualifying conditions (hereinafter referred to as “the Additional Eligible Entry”).
- 2.4 Subject to the Paragraph 2.4(d) hereof, the terms and conditions that Mah Sing purchaser(s) are required to adhere to in order to qualify for the “Additional Eligible Entry” are as follows:-
- (a) **Step 1(a):** Upload a post about their newly purchased Mah Sing property on the Instagram social media platform between 6<sup>th</sup> April to 31<sup>st</sup> December 2024

- (b) **Step 1(b):** The post caption is required to feature the name of the Mah Sing property purchased and why it was chosen as the Mah Sing purchaser(s)' new home. Mah Sing purchaser(s) are also required to feature moments relating to their homebuying journey as the post image while also tagging the location of their purchased property in the post itself
- (c) **Step 2:** Follow Mah Sing Group's official Instagram social media page @mahsinggroup, tag the page in the Mah Sing purchaser(s)' Instagram social media post and include the hashtag #mahsing30anniversarygiveaway in the post itself as well
- (d) **Step 3:** Capture a screenshot of the Mah Sing purchaser(s)' post
- (e) **Step 4:** Directly message the @mahsinggroup Instagram social media page and provide all the following details below:-
  - Full Name
  - Mobile Number
  - Email Address
  - Project & Unit Number
  - Screenshot of the Mah Sing purchaser(s)' post

2.5 Subject to the Paragraph 2.1 hereof, the lucky draw prizes shall only be CLAIMABLE by the Eligible Participant(s) upon the Eligible Participant(s) having:-

- (a) executed/signed the valid and enforceable sale and purchase agreement and the sale and purchase agreement duly stamped for the unit(s)/property(s) purchased; and
- (b) executed/signed/acceptance of the Bank(s)/Financial Institution(s)' letter of offer and the loan agreement for loan facility to part finance the purchase of the unit(s)/property(s), or signed the cash undertaking letter (in the event the Eligible Participant(s) is a cash purchaser); and
- (c) where the unit / property purchased is a completed project, the unit is fully converted and the purchaser(s) must have settled in full the purchase price of the property pursuant to the terms of the sale and purchase agreement; or
- (d) where the unit / property purchased is under construction, the unit is fully converted and the purchaser must pay up to stage 2(a) (inclusive of rebates) pursuant to the payment schedule to the statutory sale and purchase agreement except for consolation prizes (which will be given on stage 2(a) or when loan is disbursed or whichever is earlier).

(e) Upon failure of any of the terms within paragraph 2.5 will lead to automatic disqualification on the eligibility of participants. Organizers will then hold absolute rights to reject or deny participation for the draw.

2.6 In the event the winner(s) have decided to withdraw/cancel/terminate the purchased unit for whatsoever reasons after he/she has claimed the lucky draw prizes, the said winner(s) shall reimburse the retail price of the lucky draw prizes to the Organizer. Failing which, it shall be a debt due by the said winner(s) to the Organizer, the Organizer reserves all its right to initiate action to recover the same.

2.7 Any winner who has outstanding payment(s) due and owing under the sale and purchase agreement may result in forfeiture of the lucky draw prize for that particular Property.

### **3. Expenses to be borne by the Eligible Participant/Winner**

3.1 All transportation, hotel accommodation, personal expenses and/or related expenses incurred by the Eligible Participant(s) in attending the Event on the Event Period and/or the Extended Event Period, as the case may be, shall be at the sole cost and expense and sole responsibility of the Eligible Participant(s). The Organizer shall not be held responsible nor to entertain any request for reimbursement of any claims incurred by the Eligible Participant(s)/Winner(s).

3.2 The winner(s) of the lucky draw shall be responsible for all costs and expenses incurred in connection with the collection of his/her lucky draw prize, including but not limited to legal cost, stamp duties on sale and purchase agreement and loan and memorandum of transfer and transfer fees, taxes, spending money (if any) and related expenses (such as meals or personal expenses, upgrades, etc.) or courier charges/fees.

### **4. Nomination of Proxy for the Eligible Participant**

4.1 eligibility to participate in this lucky draw shall be personal to and shall not be transferable to any other persons.

### **5. Announcement of the Winner(s)**

5.1 The Organizer shall not be held responsible nor liable in whatsoever if the potential winner(s) fail(s) to claim for his/her lucky draw prize(s). Therefore, all Eligible Participants is/are advised to be in contact with the organizer once the official announcements are made.

- 5.2 The Organizer reserves the right to reject any Eligible Entry(s) at its sole and absolute discretion without having to assign any reason whatsoever.
- 5.3 Neither the Organizer, agents, employees, supplier, nor any other parties involved in the Event shall be liable in any way whatsoever for any delays and/or interruptions occurring during and/or within the Event sessions.
- 5.4 All winners shall be required to produce their Identification Documents (i.e. NRIC/ Passport) upon claiming/collecting of their lucky draw prizes of which the Organizer is entitled to make a copy of their documents for record purposes. The lucky draw prizes shall only be given to the eligible winner(s) personally upon verification. The Organizer shall reserve the right to forfeit the lucky draw prizes from any winner who fail(s) to provide the Identification Document during the collection of the lucky draw prizes.
- 5.5 Each and every lucky draw prize in the Event shall be non-exchangeable and it shall be determined solely by the Organizer and the Organizer's decision shall be deemed final and conclusive.
- 5.6 All lucky draw prizes are given on an 'as is where is' basis without any warranty implied or express and are not exchangeable for cash, credit, or other items in part or in full and are non-refundable, non-transferable and non-assignable. Any upgrade(s) shall be at the sole cost expense of the winner(s) and the winner(s) covenants and hereby releases the Organizer from any liability whatsoever pertaining to the lucky draw prizes and upgrades if any at the option and liability on the part of the winner(s).
- 5.7 Any winner who has outstanding payment(s) due and owing under the sale and purchase agreement or has cancelled the purchase of the property may result in forfeiture of the prize for that particular property.
- 5.8 Mah Sing purchaser(s) who have been selected as a winner in any of the Event will thus no longer be eligible to once again qualify as a Lucky Draw candidate during any subsequent Events during Mah Sing's 30<sup>th</sup> Anniversary campaign period.
- 5.9 If a specified prize becomes unavailable due to unforeseen circumstances, the Organizer reserves the right to substitute with a similar prize or one of equivalent value at any time without prior notice.

## **6. Exclusion of Liability by the Organizer**

- 6.1 The Eligible Participant(s) and/or winner(s) shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents resulting from their participation in the Event during the Event Period and/or the Extended Event Period. The Eligible Participant(s) and/or winner(s) shall exonerate and hereby expressly release the Organizer from any liability and

claims AND agree to indemnify the Organizer in full for any claims, damages, losses and liability arising from and/or in relation to the Event held by the Organizer.

- 6.2 The winner(s) hereby agree(s), acknowledge(s) and confirm(s) that the Organizer provides no representation(s) or warranty(s) of any kind whatsoever in respect of any defect or other faults to the lucky draw prize(s). Where applicable, all product warranty shall be a matter privy between the winner(s) and the supplier(s) thereof and in all such cases, the winner(s) shall refer directly to the relevant supplier(s) and the Organizer shall not be liable in any way for any defect or other faults in the lucky draw prize(s).
- 6.3 The winner(s) shall assume full liability and responsibility in case of electing official owners of the prizes from the list of winners from the winning unit number. The Eligible Participant(s) and/or winner(s) shall exonerate and hereby expressly release the Organizer from any liability and claims AND agree to indemnify the Organizer in full for any claims, damages, losses and liability arising from and/or in relation to the transfer of ownership of the prize(s).

## **7. Rights of the Organizer**

- 7.1 The winner(s) hereby agree(s), consent, acknowledge(s) and confirm(s) that the Organizer or its authorised advertising or media agencies shall have the absolute right to and hereby expressly consent for the Organizer or its authorised advertising or media agencies to use the names and/or photographs of the winner(s) as materials for the purpose of advertising, marketing, trade and/or publicity in any mode of advertisement worldwide, without any prior notice to the Winner(s) and the Winner(s) shall not be entitled to any claim of ownership or compensation on the materials published or advertised.
- 7.2 By participating, the Eligible Participant(s) hereby expressly agree(s), acknowledge(s) and confirm(s) to be bound by these Terms and Conditions and the decisions of the Organizer and/or the judges. The Participant(s) hereby give their consent to and authorize the Organizer to disclose their particulars to any third party service providers and/or partners engaged by the Organizer for purposes of the Event and/or customer survey in understanding the Participants' purchasing behaviour.
- 7.3 The Organizer shall at all times reserves the rights to change, amend, delete or add to any of these Terms and Conditions of the Event without prior notice and all the Participants shall be bound by such changes (if any).
- 7.4 The Organizer shall at all times reserve the right to change the prizes to an equivalent of similar value without any prior notice to the Eligible Participant(s) and the Organizer's decision shall be deemed final and conclusive.

7.5 All decisions made by the Organizer shall be deemed final and the Eligible Participant(s) shall have no legal recourse against the decision of the Organizers. Any disputes regarding the decision will not be entertained.

7.6 The Organizer reserves the right to forfeit the Prizes awarded if the Winners do not comply with any of the terms and conditions herein.

## **8. Tax**

**8.1** All winners of the Event shall be responsible for declaring the acquisition of their prizes to the relevant tax bodies and pay for any levy, charges, tax and/or duty that is imposed in the manner required by relevant laws and regulations in force in Malaysia from time to time. The Organizer shall not be responsible and/or liable in any way to pay on behalf of the winners any levy, charges, fines, tax and/or duty that is imposed on the winners by the relevant tax bodies for the lucky draw prizes.

## **9. Binding Effect**

9.1 The Terms and Conditions herein upon acceptance shall be binding upon the heirs, successors in title and permitted assigns of the parties hereto.

9.2 These terms and conditions shall be governed by the laws of Malaysia, and Eligible Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

## **10. Data Protection and Privacy Policy Notice**

10.1 By participating in this Event, the Participants hereby agree and consent to permit his/her personal data ("**Personal Data**") being collected, processed and used by the Organizer in accordance with the Organizer's Privacy & PDP Policy, which may be viewed on [www.mahsing.com.my](http://www.mahsing.com.my) for: -

(a) the purpose of this Event; and

(b) marketing and promotional activities conducted in such manner as the Developer deems fit in any media including but not limited to any form of advertising or publicity media, marketing and other legitimate business purpose and materials such as audio and/or visual recordings published through newspapers, television network, radio station or online and digital media and on the internet ("**Purpose**").

10.2 The Participants' Personal Data may be disclosed to the Organizer's affiliates, service providers and relevant business partners such as public relations agencies, market research firms, advertising agencies (if any) for the Purpose and as permitted by applicable data privacy laws.

10.3 The Participants are required to provide all of the Personal Data, without which the Organizer will not be able to process the same for the Purpose including obtaining the Participants' feedback.

By participating in this Mah Sing 30<sup>th</sup> Anniversary Lucky Draw Event, I / We have read and understood all the **Terms & Conditions** above written and agree to be bound the same.

**(a) Mah Sing Purchaser**

Acknowledged and agreed by,				
Signature				
Purchaser Name(s)				
NRIC				
Email				
Phone Number				
Project Purchased				
Unit Booked				
Booking Date				
SPA Signing Date				

**(b) Mah Sing Property Advisor / Agent In Charge**

Acknowledged and received by,	
Signature	
Property Advisor Name	
Agency Name (if applicable)	