

## Terms & Conditions

The following terms and conditions apply to contests organised by CapitaLand Retail Malaysia Sdn Bhd (the “**Organiser**”) conducted through various social media platforms or the website. These apply in addition and subject to any specific terms identified at any website or platform for the contest and in the event of any conflict the terms posted at the website or platform shall prevail:

- a) Contests (each a “**Contest**”) are open to all participants of at least 18 years of age with local residential addresses. If you are entering the Contest through a social media platform you must do so using your own registered account.
- b) Only one entry is allowed per user per Contest. Participants found cheating (for instance, creating shell social media accounts to take part in the Contest) will be disqualified immediately.
- c) No responsibility is accepted for any contest entries that are incomplete, tagged incorrectly, unreadable, ineligible, corrupted, misdirected, lost or delayed or are unable to be sent/ published due to technical or transmissions failures of any kind or any other reason.
- d) Participation in the Contest constitutes acceptance of these terms and conditions of the Contest. Prizes will be provided in accordance with and subject to these terms and conditions. Any entry not compliant with these terms and conditions will be deemed invalid. The Organiser reserves the right to amend these terms and conditions of the Contest at any time without prior notice.
- e) Certain Contests may require participants to ensure that his/her social media account settings allow for public view during the duration of the Contest. In the event the Organiser is unable to verify the entry due to incorrect account settings, the entry will be considered invalid and voided.
- f) Entries are deemed to be received at the time of receipt of the Contest entry by the Organiser’s social media account.
- g) Entries will be judged by the Organiser on their merits and/or be selected at random based on the fulfillment of criteria stated for the Contest(s).
- h) Prize winners will be notified via the mode of entry submission unless otherwise stated and may be required to private message the Organiser via the social media platform of the Contest they participated in to provide their personal details (name, email and contact number) for the purposes of identity verification for prize collection.
- i) Should the winner be un-contactable, the Organiser reserves the right to award the prize to a replacement winner, forfeit the prize or donate the prize to charity.
- j) In the event of a dispute, the winner’s entitlement is subject to the sole discretion and final decision of the Organiser. The Organiser’s decision is final and no correspondence will be entertained.
- k) Items/Prizes must be taken as they are and are strictly not refundable or exchangeable for cash or extendable in validity. The management reserves the right to replace items/ prizes with items of similar value.

- l) It is a condition of entry that winners consent to the publication of their names and social media platform identifiers (in the format of username, profile picture and/or submitted photo) on the relevant social media platforms for publicity purposes.
- m) Winners must also present relevant documents as may be required by the Organiser at its sole discretion at the point of redemption for verification purposes.
- n) The Organiser is not liable for any damage, loss, injury or disappointment suffered by any participant as a result of entering the Contest or accepting the prize or any injury or damage to the participant's or any other person's personal property including but not limited to a computer or mobile telephone relating to or resulting from participation in or downloading/uploading any materials in connection with the Contest.
- o) Any cost associated with entering the Contest is the participant's responsibility.
- p) Each participant warrants that its entry submission is the original work of the participant and, as such, the participant is the sole and exclusive owner and rights holder of the submitted work, and that the participant has the right to submit the work to the Contest and grant all required licenses. Each participant agrees not to submit any entry that:
  - i. infringes any third party's proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trade mark, patent, trade secret, privacy, publicity, or confidentiality obligations;
  - ii. otherwise violates any applicable laws and regulations
- q) All entries submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, in the sole discretion of the Organiser, nor may the name submitted contain any derogatory references to the Organiser or any other person or entity including brands or trademarks of the Organiser or any other person or entity. The Organiser does not assume any liability for any unlawful or unlawfully produced content entry.
- r) The Organiser reserves the right to remove, in its sole and absolute discretion, any submission deemed inappropriate or that is not in compliance with the terms and conditions of the Contest.
- s) The Organiser reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest at any time without prior notice.
- t) The Contest is in no way endorsed, sponsored or administered by or associated with any social media platform.
- u) By participating in any such Contest, participants consent to the Organiser's use of their personal information in accordance with the terms and conditions of the Contest and also agree to the CapitaLand Retail Malaysia Sdn Bhd Personal Data Protection Policy.
- v) Any provision in the terms and conditions which is held to be invalid or unenforceable for any reason by any court, governmental department, body or tribunal, or in any applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability and will

not invalidate or render unenforceable the remaining unaffected provisions hereof and should any provision be held invalid or unenforceable in an applicable jurisdiction such provision shall not be invalidated or rendered unenforceable in any other jurisdiction.

w) The Contest and its terms and conditions are governed by the laws of Malaysia and all registered users and the winners agree to irrevocably submit themselves to the non-exclusive jurisdiction of the Malaysia courts in the determination of any matter or dispute arising in connection therewith.

x) Anti-Corruption

- i) The participant acknowledges that the group of which the Organiser forms part is committed to conducting its business in an ethical manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high ethical standards and to comply with applicable laws for the suppression of corrupt practices (“Anti-Corruption Laws”).
- ii) The participant, represents and warrants that, to the best of its knowledge, neither it nor any person who (by reference to all relevant circumstances) performs services or acts for or on behalf the participant in any capacity (including, without limitation, employees, agents, related corporations, and subcontractors) (“Representatives”) has contravened, or procured or encouraged third parties (including, for the avoidance of doubt, the employees or any person acting on Organiser's behalf) to contravene any Anti-Corruption Laws in connection with the Agreement.
- iii) The participant shall immediately notify the Organiser if, any person employed by the Organiser or acting on the Organiser's behalf or any of participant's Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with the Agreement, and shall take adequate steps to protect the interests of both Parties. All notices to Organiser in this regard should be sent to the Head of Group Internal Audit of CapitaLand Investment Limited at the following email address [Whistleblowing.ACChair@capitaland.com](mailto:Whistleblowing.ACChair@capitaland.com).
- iv) The Organiser shall be entitled to terminate this Agreement forthwith if the participant or any of its Representatives has contravened or attempted to contravene any Anti-Corruption Laws, whether in connection with the Agreement or otherwise. Such termination shall be without prejudice to the Organiser's other rights and remedies whether under the Agreement or otherwise.