

# #MySunwaySpot Contest Terms and Conditions

## About The Contest

1. #MySunwaySpot (“the Contest”) is open to all Malaysians aged 18 years of age and above who are citizens and permanent residents residing in Malaysia within the Contest Period (as defined below).

2. This Contest is organised by Sunway Integrated Properties Sdn Bhd (Company No.: 112537-P) off Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor (“the Organiser”). By entering the Contest, you warrant that you meet all the requirements.

3. The following group of persons shall not be eligible to participate in the Contest:

- i. Employees of the Organiser and their immediate family members (including children, parents, brothers and sisters and spouses); and
- ii. Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser including its affiliated and related companies, and their immediate family members (including children, parents, brothers and sisters and spouses).

4. The Contest is opened for participation from 08:00 GMT+08:00 beginning 21 December 2015 until 23:59 GMT+8:00 on 10th January 2016 (“the Contest Period”). The Organiser reserves the right to amend the Contest Period at any time without prior notice. All entries received after the Contest Period ends shall automatically be disqualified.

5. How to participate:

- i. Snap a photo of yourself (and your friends) in your favourite hangout spot in Sunway.

ii. Upload your photo on Instagram and share it on Facebook with [#MySunwaySpot](#) and a caption about why the featured location in the photo is your favourite Sunway spot. Your post must be "Public".

iii. Tag the photo with [@sunwayproperty](#)

iv. Your favourite [#MySunwaySpot](#) can vary from your most loved home in a sunway township, hangout spots such as cafes, restaurants, malls, parks or authentic locations such as hidden bookstores, shops, markets etc.

v. You can submit as many entries as you like.

6. You acknowledge and agree to all the Terms and Conditions as set out herein.

7. You may send in as many Contest entries as you wish so long as each Contest entry meets the criteria as set out herein. However, each Contestant shall only be entitled to win ONE (1) contest prize throughout the Contest Period.

8. You are strictly not allowed to modify, report, re-produce or use the contents of Sunway Property Facebook Fan Page for public or commercial purposes without a written permission from the Organiser. This includes but is not limited to the text, image, audio and video content.

#### Ownership and Publicity Release

1. Except where prohibited, all entries/submission will be the property of the Organiser. You irrevocably grants, transfers, assigns and conveys to the Organiser and its affiliated and related companies all present and future right, title and interest of every kind and nature whatsoever in and to the submission for usage in whole or in part, in perpetuity, by means of any and all media and devices, whether now known or hereafter devised.

2. By participating in the Contest, you agree to transfer and assign to the Organiser the whole of the copyright in your entries and hereby releases Sunway and its affiliated and related companies, offices, employees, agents, designees from any liability with respect thereto. You warrant to the Organiser that your entries do not infringe the intellectual property rights of any person.

### Judging Criteria

1. Twenty Five (25) winners (“Contest Winners”) will be selected from the submissions during the respective date to win a prize (“the Prize”). The Contest Winners will be selected based on the following criteria:

- i. Entries shared must be relevant to The Contest Theme.
- ii. Photos submitted must be original and cannot be re-used for other contest.
- iii. Most interesting posting.

2. The Organiser may reject any submission at its sole and absolute discretion without having to assign any reason whatsoever.

3. The Organiser may request a valid identification of NRIC number (including MyCard) of any Contest Winners before the prize is collected. The Organiser reserves the right to forfeit any prizes for any Contest Winners who does not provide the required documents upon the request of the Organiser or upon prize collection. Judges’ decision are final and binding. No queries, challenges, appeal or correspondence will be entertained. All judging rights to the voted photo submissions are at the judges’ discretion.

### Winner Announcement

1. The name of all the Contest Winners will be announced on Sunway Property’s Facebook Fan Page within 60 days of the date of completion of the contest.

2. The Organiser reserves the right to use any other method or medium at its sole and absolute discretion for the purpose of announcing the Contest Winners.

3. The Organiser reserves the right to appoint a third party to conduct the verification of Contest Winners and delivery of the Prizes. Contestants must agree that the Organiser may provide all necessary information of Contest Winners to such third party to facilitate such service.

4. Contest Winners will also be notified via email or telephone call.

#### Prizes

- 1 x 2D1N stay for 2 adults at The Banjaran, Ipoh
- 1 x 2D1N stay for two adults with breakfast in a Premier Room at Sunway Resort Hotel & Spa
- 1 x 2D1N stay for 2 adults with breakfast for 2 adults in a Deluxe Room at Sunway Hotel Georgetown, Penang
- 1 x 2D1N stay for 2 adults with breakfast in a Deluxe Room at Sunway Putra Hotel, Kuala Lumpur
- 1 x 2D1N stay for two adults with breakfast in Classical Room inclusive of 2 hotspring entrance tickets at Lost World of Tambun Hotel, Ipoh
- 3 x Sunway Lagoon Annual Pass
- 3 pairs x Sunway Lagoon Tickets
- 3 pairs x Lost World of Tambun Tickets
- 5 x 10,000 Pals points vouchers (Worth RM100 each voucher)

Note:

- Prizes are limited to one per person only.
  - Each Prizes may have specific Terms & Conditions associated to them.
  - All prizes are valid until 30 June 2016.
2. If any of the Prizes remain unclaimed for ONE (1) month upon notification from the Organiser or if the Organiser is unable to contact the winners, the said Prize will be forfeited.
  3. Prizes are NOT exchangeable, transferable or redeemable in any other form for any reason whatsoever.
  4. The Organiser reserves the right at its absolute discretion to substitute any of the Prizes with that of similar value, at any time without prior notice. The value of the Prizes are correct at the time of printing. All Prizes are given on an “as is” basis.
  5. Contest Winners are solely responsible for the collection of their Prizes. The Organiser and representatives shall have no liability to the Contest Winners in any respect whatsoever. The Organiser will not be liable for any risk or eventuality in the event that the Contest Winners request the Prizes to be dispatched to them.
  6. Contest Winners will be notified via e-mail or telephone call and point of collection of Prizes will be communicated in the notification.
  7. All taxes on the prizes are the sole responsibility of the winners, who shall be responsible for completing any applicable forms required by a taxing authority. The winners hereby agree and accept that by winning the Contest, the winners may incur taxes and other levies including but not limited to any prize tax or income tax etc. The winner hereby unconditionally accepts to bear any such tax or other levy at its own cost and expenses.

## Rights of the Organisers

1. The Organisers will not be responsible or liable for:

i. Any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in storing the entry/submission as a result of any network, communication or system error, interruption and/or failure experience by the participating internet line and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and/or failure, the Organiser shall not be responsible or liable for any failure by any Contestants to participate in the Contest at any time.

ii. Any problem, damage or loss of whatsoever nature to any contestant, or their authorised representatives resulting from their participation in the Contest.

iii. Any error, omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, or unauthorised access to entries, arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.

2. Contestants also agree that the Organiser shall not be responsible nor liable for any delay, injury or damage to the Contestant's and/or any third party's property, computer, computer system or apparatus relating to or resulting from the access to, participation in this Contest, including the playing, downloading of any materials or information from the Website and in connection with this Contest, submission for this Contest, including without limitation to any server failure, lost, delayed or corrupted data or other malfunction.

3. The Organiser may at its sole discretion disqualify any individual that it determines to be tampering with the entry process or the operation of the Contest, and/or acting in breach or potential breach of this Contest Terms and Conditions.

4. The Organiser reserves the right to cancel, modify, suspend or delay the Contest at its sole discretion.

5. The Organiser has the right to use the names, photographs and/or videos of the participants and all other entries for advertising, trade and/or publicity purposes without any prior notice to you. The Contestants shall not be entitled to claim ownership or other forms of compensation on the materials.

6. The Organiser reserves the right to change, amend, delete or add to these Terms and Conditions without prior notice at any time and the Contestants shall be bound to such changes.

#### Privacy and Data Protection

1. By providing the personal information upon the submission of entries, the entrants are consent and agreeable to the usage of their personal information by the Organiser, including but not limited to names images and photographs, in accordance with the Privacy Notice for Sunway Group. Please visit <http://www.sunway.com.my/group/privacy.asp> for the Privacy Notice and further understand on how Sunway may collect and use the personal information gathered from the entrants.

2. In respect of any third party's personal information as disclosed by a contestant in his/her submissions to Sunway, the contestant hereby warrants that he/she has the right to do so and he/she has obtained the consent from such third party to disclose such personal information. Contestants shall be responsible for ensuring that such disclosures are in compliance with the provisions of Malaysia's Personal Data Protection Act 2010.

3. Contestants may notify Sunway of any updates, amendments and corrections to previously collected information by using the Feedback Form on the Facebook page and the website.

## Do's and Don'ts for Contestants

### Do

Comply with the Terms and Conditions stated herein.

### Don'ts

The Organiser reserves the right, at its sole discretion to remove submission if the Contestants submit, post or otherwise make available any information that:

- i. is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortuous, libellous or invasive of another's privacy;
- ii. infringes or violates any party's copyright, trademark, trade secret, patent or other proprietary right;
- iii. contains any worms, viruses or other harmful, disruptive or destructive files, code or programmes;
- iv. includes any unauthorised advertising, promotional materials, chain letters, spam, junk mail or any other type of unsolicited mass e-mail to people or entities that have not agreed to be part of such mailings; or
- v. the Contestants do not have the right to submit, post, disseminate or transmit.

### Facebook

1. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
2. You are providing your information to the Organiser and not to Facebook. Unless set out otherwise in these terms and conditions, the information you provide will solely be used for and by the Organiser and will not be sold, transferred, given or shared with any third party that do not have any relation to the Contest.