

## STARPROPERTY SDN BHD (“Organiser”) STARPROPERTY.MY REAL ESTATE AWARD VOTING CAMPAIGN (“Campaign”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CAMPAIGN AS THEY CONTAIN BINDING LEGAL TERMS AND OBLIGATIONS INCLUDING LIMITATIONS OR EXCLUSION OF OUR LIABILITY. BY PARTICIPATING IN THE CAMPAIGN, YOU ARE DEEMED TO HAVE FULLY READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS IN ITS ENTIRETY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED TO PARTICIPATE IN THE CAMPAIGN.

### Terms & Conditions:

- 1) This Campaign is organised by the Organiser and is open to all residents in Malaysia, aged 18 years and above at the time of entry save and except for:
  - a) permanent and/or temporary employees of the Organiser and/or its holding company, subsidiaries and/or affiliates, and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees, agents and representatives; and
  - b) representatives and/or business partners (including advertising, promotion and public relations agencies) of the Organiser and their immediate family members (defined as parents, siblings, children or domestic partners, regardless of where they live) or households of such officers, directors, employees, agents and representatives.
- 2) The Campaign will commence from 7 August 2023 at 12.00am and end on 20 August 2023 at 11.59pm (“**Campaign Period**”).
- 3) To participate in this Campaign, participants have to complete the registration form [please insert] and click on the “Send Pin Code” button at the end of the registration form.. Participants who provide false, incorrect and/or insufficient details will be automatically disqualified.
- 4) In order to verify a participant’s vote, the Organiser will send a pin code number via short messaging service (SMS) to the participant’s registered mobile number. The participant shall key in the pin code number received before he/she could vote for his/her most favourite real estate agent/negotiator under the Campaign.
- 5) Each participant can only cast one (1) vote. Votes casted before or after the Campaign Period will be disregarded.
- 6) By participating in this Campaign, the participants acknowledge and agree that the Organiser excludes all warranty and/or liability in connection with the Campaign. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Campaign. The Organiser shall not be held responsible for any liability, mishap, loss, damage, claim or accident (including personal injury and/or death) in any manner whatsoever suffered by the participants as a result of their participation in the Campaign.
- 7) Unless otherwise specified, all ancillary costs are the participants’ responsibility.
- 8) If this Campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, then the Organiser reserves the right, in its sole discretion, to modify the terms and conditions for this Campaign, modify the Campaign, suspend, terminate or cancel the Campaign, as appropriate, without prior notice.

- 9) The Organiser reserves the right to amend these terms and conditions at any time without prior notice and the amended terms and conditions will be uploaded onto <http://awards.starproperty.my/srea/2023/SREA-2023-T&C.pdf>.
- 10) While the Organiser will use reasonable efforts to include accurate and up to date information in the Campaign's website [StarProperty Website](#) ("**Website**"), the Organiser makes no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assumes no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the content.
- 11) Use of and browsing on the Website is done at the participants' own risk. Neither the Organiser nor any other party involved in creating, producing, or delivering the Website, nor any naming right sponsors, event sponsors and third parties affiliated with the Organiser shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of the participants' access to, or use of, or browsing the Website, or downloading of any materials, data, text, images, video, or audio from the Website, including, without limitation, damage to, or viruses that may infect, their computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Website is provided to the participants "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 12) PERSONAL DATA PROCESSING STATEMENT RELATING TO PARTICIPANT (this "Notice") IN ACCORDANCE WITH PERSONAL DATA PROTECTION ACT, 2010 ("PDPA") AND PUBLICITY
- a) The PDPA governs the processing of the participant's personal data ("**Personal Data**") by the Organiser. This Notice is issued to participants to inform that this is the basis upon which the processing of the Personal Data is done by the Organiser.
- b) Purpose: All information (including Personal Data) submitted by participants in their participation of the Campaign shall belong to the Organiser and the participants irrevocably and unconditionally consent and permit the Organiser to use, publish or feature the participants' and/or their pictures (which may include the participant's name, statements about the Campaign or any of its related matter) without further notice or compensation for publicity, advertising or any other related purposes in any manner whatsoever, including but not limited to in any of the Organiser's publications, websites and/or any promotional materials connected to the Campaign.
- c) Transfer: The participants' Personal Data will be kept confidential by the Organiser but the participants agree that for the purposes set out in Clause 12(b) above, the Organiser may transfer or disclose such Personal Data to the following parties within or outside of Malaysia:
- i. Other partners or any participating partners which owe a duty of confidentiality to the Organiser;
  - ii. The Organiser's agents or contractors under a duty of confidentiality to the Organiser and/or SMGB providing administrative, telecommunications, data processing or other services to the Organiser in relation to the Campaign (such as but not limited to professional advisers, customer call centre providers, gift redemption centres or data entry companies);
  - iii. Any affiliates that owe a duty of care to the Organiser;
  - iv. Any law enforcement agency and/or regulatory body for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom the Organiser is under a binding obligation to make disclosure under the requirements of any law, rule, regulations, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies.

d) Access: The participants have the right to request access to and to request correction of the relevant participants' Personal Data. Nothing herein contained shall limit the rights of any participant under the PDPA.

- 13) Click here (<https://www.starproperty.my/privacy>) to view the full Privacy Policy of the Organiser. If you do not wish to receive the latest information about products, news and events updates, rewards and promotions, special privileges and initiatives from the Organiser and/or its affiliates, partners and advertisers, kindly call [03 - 7967 1388](tel:03-79671388) ext 1820 (StarProperty.my) or email to [support@starproperty.my](mailto:support@starproperty.my)
- 14) All voting instructions and any other specific details relating to the Campaign not specified herein shall form part of these Terms and Conditions.
- 15) The Organiser's decisions are final and there shall be no appeal entertained and/or allowed. All participants shall not resort to court proceedings to review the Organiser's decisions.
- 16) For further information, please email your enquiries to [support@starproperty.my](mailto:support@starproperty.my)