

TERMS AND CONDITIONS OF “MULTI-MILLION MANIA” CAMPAIGN – FOR TROPICANA COPROPRATION BERHAD (PROPERTY)

1.0 CAMPAIGN OVERVIEW

“Multi-Million Mania” campaign (“**Campaign**”) is a joint Campaign by TROPICANA INDAH SDN BHD (“**TISB**”) and TROPICANA CORPORATION BERHAD (“**TCB**”), to be held at Tropicana Gardens Mall (“**TGM**”) subject to these Terms and Conditions.

CAMPAIGN PERIOD

The Campaign period will be from 21st January 2022 to 22nd May 2022 (“**Campaign Period**”). TCB reserves its rights to vary the Campaign Period at its absolute discretion.

2.0 ELIGIBILITY

2.1 ONLY the following participants are eligible to participate in this Campaign (“**Eligible Participants**”) and each, an “**Eligible Participant**”):-

- a. a person at the age of 18 and above at the time of entry of the Campaign;
- b. a shopper at TGM; or
- c. a purchaser who has purchased property from Tropicana group of companies during the Campaign Period (“**Purchaser**”).

2.2 **To be qualified as an Eligible Participant, a purchaser must purchase a TCB property from Tropicana group of companies during the Campaign Period and fulfil all three (3) criteria below:**

- a. Book a Tropicana property from TCB from 1st January 2022 onwards; and**
- b. Obtain the approved Letter of Offer (LO) from the End Financier; and**
- c. Sign and execute the Sale and Purchase Agreement for the selected Tropicana property within the Campaign Period, on/before 22nd May 2022.**

2.3 ONLY Eligible Participants who fulfil the conditions under Clause 2.2 are eligible to participate in the Grand Draw.

2.3 All Eligible Participants may be required to submit further proof of their eligibility within such time frame as may be required by TCB, failing which, TCB shall be entitled to disqualify any Eligible Participant.

2.4 TCB reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Campaign.

2.5 TCB may at any time during the Campaign Period disqualify any person from participating in the Campaign without providing any reason.

2.6 The following categories of persons are NOT eligible to participate in the Grand Draw OF THE Campaign:

- a. Permanent and/or temporary employees of TCB and/or Tropicana group of companies and their immediate family members (parents, siblings, children or domestic partners) or household members of such officers, directors, employees, agents and representatives; and
- b. Representatives and/or business partners (including advertising, promotion and public relations agencies) of TCB and/or Tropicana group of companies and their immediate family members (parents, siblings, children or domestic partners) or household members of such officers, directors, employees, agents and representatives.
- c. any person whose participation in / and association with the Campaign may cause (in the sole and absolute opinion of TCB) TGM, TISB, TCB and / or the Campaign any disrepute, contempt, scandal, ridicule, or cause TGM, TISB, TCB or the Campaign to be perceived unfavourably;
- d. any other person or class of persons deemed ineligible or notified by TCB as being ineligible from time to time; or
- e. a person who is insane, bankrupt or subject to a criminal investigation or has criminal proceeding instituted against him or her in any jurisdiction, TCB reserves the sole and

absolute discretion to determine the eligibility of any person in relation to the Campaign.

3.0 GRAND PRIZE DURING THE CAMPAIGN PERIOD

The Eligible Participant who is the Shopper at TGM will be subjected to the Terms & Conditions of the Campaign under TROPICANA INDAH SDN BHD ("TISB").

For Eligible Participant who is a purchaser of a TCB property from Tropicana group of companies during the Campaign Period, he/she will stand a chance to win the Grand Prize (as defined below):-

- 3.1 Subject to these Terms and Conditions, the selection of grand prize for this Campaign is to be determined at the sole and absolute discretion of TISB and TCB.
- 3.2 The grand prize for the Campaign is one (1) unit of Edelweiss SOFO, Tropicana Gardens ("Grand Prize"). Each Eligible Participant will have a chance to win the Grand Prize.
- 3.3 Upon fulfilling all three (3) criteria as per Clause 2.2, Eligible Participants shall be automatically entitled to ten (10) Entry Cards. The respective sales person of the Eligible Participant will assist him/her to fill up all personal information within the Card and return the Card to TCB HQ for verification to be recognized as an eligible entry to win the Grand Prize during the Campaign Period.
- 3.4 Eligible Participants are allowed to purchase as many units of TCB properties within the Campaign Period, and will be automatically entitled to the number of entries as per Clause 3.3.
- 3.5 TISB and TCB will hold a Grand Finale for the Grand Draw on 18th June 2022 at TGM, Concourse Floor, in which 50 shortlisted Eligible Participants with eligible entry will be invited to attend and be informed of the date of the Grand Finale via email and/or SMS.
- 3.6 Eligible Participants with eligible entry are required to be present at the Grand Finale. If the Eligible Participant is unable to attend the Grand Finale personally, the Eligible Participant may appoint a representative to be present at the Grand Finale on behalf of the Eligible Participant by producing a letter of authorisation containing the representative's details prior to the Grand Finale. The photocopy NRIC/passport (front and back) of the authorized person must also be produced on the day of the Grand Finale for verification purpose. Failing which, his/her right to win the Grand Prize shall be void.
- 3.7 Eligible Participants must present their identity cards and/or passports for verification and validation on the day of the Grand Draw.
- 3.8 TISB and TCB's top management will pick one (1) winner at the Grand Finale ("Winner")
- 3.9 The Grand Prize is not transferable and cannot be exchanged for cash.
- 3.10 Any incidental costs applicable to purchasing a property, including but not limited to the legal fees and disbursements incurred in relation to the preparation and/or execution of the Sale and Purchase Agreement and Memorandum of Transfer for the Grand Prize shall be borne solely by the Winner. Failing which, the Grand Prize shall be automatically forfeited.
- 3.11 Any taxes payable relating to the Grand Prize is the responsibility of the Winner.
- 3.12 Unless otherwise specified, all ancillary costs relating to the Grand Prize are the responsibility of the Winner.
- 3.13 In the case where the Winner is a Bumiputera, the Grand Prize will be a Bumi unit under Bumi Quota.
- 3.14 In the case where the Winner is a Foreigners/Permanent Residents/Foreign Companies (where they are not permitted to own a commercial property below RM3million located in the State of Selangor), the Grand Prize shall be substituted for one (1) unit of Assana Serviced Suites, Tropicana Cenang.
- 3.15 The Winner shall execute the Sales and Purchase Agreement to effect the transfer/assignment of the Grand Prize within thirty (30) days from the date of TCB's notification, failing which, the Grand Prize shall be automatically forfeited.

General

- a. TCB reserves the right to change these Terms & Conditions at its absolute discretion at any time during the Campaign Period without prior notice. In the event of any inconsistency between these Terms & Conditions with any form of publicity collaterals relating to the Campaign, these Terms and Conditions shall prevail.
- b. TCB and its authorised agencies shall not be liable to any Eligible Participant for loss of life, any injury, damage, loss, cost or expense arising out of acceptance of any prizes or participation in the Campaign or any party claiming through the Eligible Participants, and each Eligible Participant agrees to indemnify and hold TCB harmless from and against any and all claims, damage, losses, costs or expenses suffered or incurred by TCB in relation to the Campaign.
- c. The Eligible Participant shall indemnify TCB, agent and sponsors from and against all claims, damage, losses, costs and expenses suffered as a result of the Eligible Participant's breach of the eligibility criteria and these Terms and Conditions and/or the rules and regulations of the Campaign.
- d. TCB will not be held responsible for the loss or the damage of any redemption items, including but not limited to the Entry Card or the Grand Prize.
- e. TCB reserves the right to request for Eligible Participants' details and demand for proof of purchase for verification purpose.
- f. TCB reserves the right to disqualify any Eligible Participant or Winner who is found at any time (whether before or after receipt of the Grand Prize) to be in breach of the eligibility criteria in Clause 2.2 above. The prize awarded shall be forfeited.
- g. TCB reserves the right to cancel, terminate or suspend the Campaign during the Campaign Period with prior notice through TCB's Facebook page. For avoidance of doubt, cancellation, termination or suspension of the Campaign shall not entitle any Eligible Participants to any claims or compensation against TCB for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
- h. TCB reserves the right at its absolute discretion to substitute the Grand Prize for the Campaign at any time, with prior notice.
- i. TCB's decision on all matters relating to the Campaign shall be final, conclusive and binding. No correspondence shall be entertained.

4.0 PERSONAL DATA PROCESSING STATEMENT RELATING TO ELIGIBLE PARTICIPANTS ("Notice") IN ACCORDANCE WITH PERSONAL DATA PROTECTION ACT, 2010 ("PDPA") AND PUBLICITY

- 4.1 The PDPA governs the processing of the Eligible Participant's personal data ("Personal Data") by TCB. This Notice is issued to Eligible Participants to inform that this is the basis upon which the processing of the personal data is done by TCB.
- 4.2 Purpose: All information (including personal data) submitted by Eligible Participants in their participation of the Campaign shall belong to TCB and the Eligible Participants irrevocably and unconditionally consent and permit TCB to use, publish or feature the Eligible Participants' and/or their pictures (which may include the Eligible 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 TCB's publications, websites and/or any promotional materials connected to the Campaign. This includes disclosing the Eligible Participant's name or photos to the general public when the Eligible Participant become a winner of the Grand Prize.
- 4.3 TCB may also use the Eligible Participants' personal information for purposes of contacting and sending the marketing and promotional information or materials about the promotions, events or contests organized by TCB or Tropicana group of companies.
- 4.4 Transfer: The Eligible Participants' personal data will be kept confidential by TCB but the Eligible Participants agree that for the purposes set out in Clause 5.2 above, TCB may transfer or disclose such personal data to the following parties within or outside of Malaysia:
 - a. Other partners or any participating partners which owe a duty of confidentiality to TCB;
 - b. TCB's agents or contractors under a duty of confidentiality to TCB providing administrative, telecommunications, data processing or other services to TCB in relation to the Campaign (such as but not limited to professional advisers, customer call centre providers, gift redemption centres or data entry companies);
 - c. Any affiliates that owe a duty of care to TCB;
 - d. 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 TCB 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.

- 4.5 Access: The Eligible Participants have the right to request access to and to request correction of the relevant personal data. Nothing herein contained shall limit the rights of any Eligible Participant under the PDPA.

5.0. REPRESENTATIONS AND WARRANTIES

The Eligible Participant represents and warrants with TCB that:-

- a. the Eligible Participant has met all the eligibility criteria and has the right, authority and power to enter into the Campaign in accordance with these Terms and Conditions and shall provide such proof as TCB requires.
- b. the Eligible Participant hereby unconditionally and irrevocably agrees that if so required by TCB, to make himself/herself available (without compensation) for the production, recording and publicity of the Campaign during such time, and production schedule as may be notified by TCB:- (i) Interview (which shall be recorded); and/or (ii) Taking of still photos, audio and/or visual recording for promotions and publicity use ("Recording").
- c. The Eligible Participants agree that all prizes to be awarded in the Campaign is contingent upon the accuracy of the information provided and disclosures made by the Eligible Participants or Winner and warranties, undertakings and obligations hereunder.

6.0. CONSENT

- a. All Eligible Participants agree and consent that TCB shall have the right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/marketing channels in whole or in part at TCB's discretion. All copyrights subsisting in the Recording shall belong to TCB absolutely.
- b. The Eligible Participants or Winner shall not without the prior written consent of TCB, publish or disclose any information in connection with the Campaign or prizes (Including without limitation, to any representatives of media in any form whatsoever).
- c. The Eligible Participants or Winner shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Campaign or the prizes with any third party without the prior written consent of TCB.
- d. The Eligible Participants or Winner shall not by act or omission, directly or indirectly to bring TCB, its agents or the sponsors (if any) into disrepute nor make any oral or written complaints, public announcements or statements on the same, whether during or after the Campaign Period.
- e. The Eligible Participants or Winner agree and allow TCB to use the photos and comments for editorials, advertising, promotional, marketing and communication purposes for an indefinite period on a complimentary basis.
- f. The Eligible Participants and Winner agree to be featured in any TCB's communication material for a period of (7) years on a complimentary basis.

7.0 GOVERNING LAW

These Terms and Conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia.

- 8.0 The Eligible Participants, or the Winner confirm that they have read, understood and agreed to be bound by these Terms and Conditions (as varied or changed) and shall abide the same accordingly, including to cooperate and follow all instructions given to the Eligible Participants or the Winner.**