

# **Electrify Your Luxury Living – Jade Hills Tesla Giveaway Luck Draw Campaign**

## **Terms & Conditions**

### **1. Eligibility:**

1.1 The Jade Homes Sdn Bhd Tesla Giveaway Lucky Draw (hereinafter referred to as the "Lucky Draw") is open to individuals who are 18 years of age and above who fulfil the terms and conditions stipulated herein.

1.2 Employees of Jade Homes Sdn Bhd and their immediate family members (spouse, parents, siblings, and children) as well as employees of the Jade Homes Sdn Bhd's affiliates and agencies associated with the contest and their immediate family members are not eligible to participate in the Lucky Draw.

### **2. Campaign Period:**

2.1 The entry period for the Lucky Draw begins on April 1, 2024, at 12:00 AM Malaysia Time and ends on July 31, 2024, at 11:59 PM Malaysia Time ("Campaign Period").

2.2 Entries received outside the Campaign Period will not be considered for the Lucky Draw.

### **3. Participating Projects:**

3.1 The participating projects are:

- (a) Phase 9A - Summerwoods Bungalow Home
- (b) Phase 11B - Astrid Series Bungalow Land
- (c) Phase 6A1 - The Lake Mansion Bungalow

### **4. How to Enter:**

4.1 This Lucky Draw operates on a lucky draw pool and entries system. To enter the Lucky Draw, participants must place a booking for the Participating Projects during the Campaign Period and execute the Sales and Purchase Agreement (SPA) latest by July 31, 2024.

4.2 Participants who purchase the Participating Projects with mortgage financing will be required to obtain a Loan Offer Letter (LO) from the financier and pay 1% of the property price to be eligible to enter this lucky draw.

4.3 Participants who purchase the Participating Projects with cash basis will be required to pay 20% of the property price to be eligible to enter this lucky draw.

4.4 Each executed SPA that fulfilled Clause 4.2 or 4.3 will be entitled to the following number of entries into the lucky draw pool as follows:

<b>SPA Signing Timeline</b>	<b>Number of Entries in Lucky Draw Pool</b>
Within 14 calendar days from booking date	3
Within 30 calendar days from booking date	2
More than 30 calendar days from booking date	1
By April 30, 2024	2

4.3 The eligible Participants of the lucky draw will be selected from the lucky draw pool of eligible Participants that have executed the SPA and verified by Jade Homes Sdn Bhd.

4.4 If there are more than one named purchaser(s) in the SPA, the purchaser(s) hereby agree that the first-named purchaser in the SPA shall be the "Participant" in this Lucky Draw.

## **5. Prize:**

5.1 The prize for the Lucky Draw is ONE (1) unit of Tesla Model 3 Rear-Wheel Drive (hereinafter referred to as the "the Prize")

5.2 The Prize includes delivery and administration fee, number plate fee and order fee.

5.3 Customization of the Prize such as exterior and interior colour, wheels size, or any other additional add-on will be the responsibility of the winner. The winner must liaise directly with Tesla Sdn Bhd for any customization requests, subject to availability.

5.4 The winner shall be solely responsible for any taxes, insurance, registration fees, or any other costs associated with the Prize.

5.5 The Prize is bound by the warranty provided by Tesla Sdn Bhd. Jade Homes Sdn Bhd is not responsible for any warranty claims or issues related to the prize.

5.6 Jade Homes Sdn Bhd reserves the right at any time in its sole and absolute discretion to substitute the prize with any other prize without notice to the Participants.

## **6. Winner Selection:**

6.1 The Lucky Draw will be conducted on 6<sup>th</sup> September 2024 during a live event session on Gamuda Land's Facebook page, and winner will be chosen randomly from the list of eligible Participants.

6.2 The selected winner will be announced publicly via Gamuda Land's Facebook page.

6.3 The announcement will include the name of the winner and details of the prize won.

## **7. Winner Notification:**

7.1 The winner will be notified by email/phone/mail within 3 working days after the announcement date.

7.2 The winner must respond to the notification within 7 working days to claim the prize. Failure to respond within the specified time period will result in disqualification and an alternate winner will be selected.

## **8. Delivery of Prize:**

8.1 Winner can only redeem the Prize upon the delivery of vacant possession and key handover of the property purchased by the winner in accordance with the terms and conditions of the SPA.

8.2 The winner will need to liaise with Tesla Sdn Bhd on the Prize redemption and collection process. Jade Homes Sdn Bhd will assist in the coordination and verification along the process.

8.3 Jade Homes Sdn Bhd is not responsible for any damages that occur during the collection process of the Prize.

## **9. General Conditions:**

9.1 Jade Homes Sdn Bhd reserves the right to disqualify any Participant found to be tampering with the entry process or violating these terms and conditions.

9.2 Jade Homes Sdn Bhd is not responsible for any lost, late, incomplete, illegible, or misdirected entries, or for any technical or human error that may occur in the administration of the Lucky Draw.

9.3 By participating in the Lucky Draw, participants agree to release and hold harmless Jade Homes Sdn Bhd, its affiliates, subsidiaries, and advertising and promotion agencies from any and all liability, claims, or actions of any kind whatsoever for injuries, damages, or losses to persons and property that may be sustained in connection with the receipt, ownership, or use of the prize or while preparing for, participating in, and/or traveling to or from any prize-related activity.

9.4 For the avoidance of doubt, the Jade Homes Sdn Bhd may determine if any units in the Participating Projects shall not be eligible for this Lucky Draw.

9.5 Jade Homes Sdn Bhd's decisions on all matters relating to the Lucky Draw (including but not limited to any inconsistencies in any of these terms and conditions) shall be final, binding and conclusive on the Participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of Jade Homes Sdn Bhd shall be entertained in any way whatsoever.

9.6 The participant hereby irrevocably waives all rights to make any oral or written complaints, public announcements or statements on the Lucky Draw, unless with the prior written consent of Jade Homes Sdn Bhd.

## **10. Disqualification:**

10.1 Jade Homes Sdn Bhd reserve the right to disqualify any entry at any time due to:-

- (a) the SPA is not signed within the Campaign Period; or
- (b) the Purchaser(s) named in the SPA is/are in default of the SPA for any reason whatsoever; or
- (c) the SPA is terminated by the Jade Homes Sdn Bhd for any reason whatsoever; or
- (d) any breach of these terms and conditions or other rules and regulations of this Lucky Draw by the Participant;
- (e) any breach of any applicable laws, rules, regulations, by laws or requirements, whether or not having the force of law, by any of the Participant; or
- (f) any non disclosure, fraud, cheating or deception as determined in the Jade Home Sdn Bhd's sole and absolute discretion, by any of the Participant; or
- (g) inaccurate or incorrect information and/or disclosures by the Participant; or
- (h) any acts or omissions of the Participant including but not limited to participating in protests and demonstrations, posting photos and articles or making statements which directly or indirectly bring Jade Homes Sdn bhd into disrepute; or
- (i) the property falls under Clause 9.4

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 The Participant represent and warrant to Jade Homes Sdn Bhd that:-

- (a) the Participant have the power to enter into and perform these terms and conditions;
- (b) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have an adverse effect upon the Participant;
- (c) these terms and conditions constitutes a legal, valid and binding obligation of the Participant and are enforceable in accordance with its terms and conditions; and
- (d) the Participant have observed and complied with all laws, rules, regulations, by-laws, orders, and other requirements for the time being in force, affecting relating to or concerning these terms and conditions.

11.2 The Participant acknowledges that Jade Homes Sdn Bhd have relied on the Participant's representations and warranties as set out in Clause 11.1 and such representations and warranties are valid and effective for the duration of the Lucky Draw.

## **12. PHOTOGRAPHS, RECORDINGS ETC**

12.1 The Participant hereby consent for Jade Homes Sdn Bhd and Jade Homes Sdn Bhd's shareholders, subsidiaries, associates and jointly controlled entities ("the Group") to use the Participant's details (including but not limited to their name, age, gender, race and religion) the photos, picture, image and/or voice for editorial, advertising, promotional, marketing and communication purposes for an indefinite period on a complimentary basis, without any compensation and/or notification;

12.2 The Participant hereby irrevocably and unconditionally consent to:-

(a) if so required by Jade Homes Sdn Bhd and/or the Group, make himself/herself available (without compensation) for the production, recording and publicity of the Lucky Draw at such dates, times and venues as may be notified by Jade Homes Sdn Bhd and/or the Group from time to time including but not limited to:-

(i) interview (which may be recorded); and/or

(ii) taking of still photos, audio and/or visual recording for Lucky Draw and publicity use.

(b) give the sole and absolute discretion to Jade Homes Sdn Bhd and the Group to:-

(i) publish, print and/or broadcast the items in Clause 12.1 and Clause 12.2; and/or

(ii) use the slogan, names or nicknames on any of its programmes/channels in whole or in part; and/or

(c) Jade Homes Sdn Bhd and the Group to send any social media messages, short message services messages or email notification to the Participant's mobile phone numbers or email address containing information and promotional activities regarding Jade Homes Sdn Bhd's and/or the Group's promotions and/or events.

12.3 All copyrights subsisting in the items in Clause 12.1 and Clause 12.2 shall belong to Jade Homes Sdn Bhd and the Group absolutely.

## **13. RESTRICTIONS**

13.1 The Participant undertake that they shall not, without the prior written consent from Jade Homes Sdn Bhd and the Group (which consent may be withheld without assigning reasons therefor:-

(a) publish, print and/or disclose any information in connection with the Lucky Draw (including without limitation to any representatives of media in any form whatsoever); and/or

(b) give any product endorsement, any interviews or be involved in any articles or reports in respect of the Lucky Draw with any third party.

#### **14. TERMINATION, DISCONTINUATION AND SUSPENSION**

- 14.1 Jade Homes Sdn Bhd may at any time without prior notice terminate, discontinue or suspend the Lucky Draw at Jade Homes Sdn Bhd's sole and absolute discretion in which case, the Jade Homes Sdn Bhd may elect not to award any of the Lucky Draw.
- 14.2 Such termination, discontinuation or suspension shall not give rise to any claim by the Participant.
- 14.3 If Jade Homes Sdn Bhd resumes the Lucky Draw, the Participant shall abide by Jade Homes Sdn Bhd's decision regarding resumption of the Lucky Draw and the disposition of the Lucky Draw.

#### **15. LIABILITY**

- 15.1 Jade Homes Sdn Bhd shall not be liable to the Participant for any failure to fulfil any terms of these terms and conditions for any reason whatsoever including but not limited to any other circumstances of whatsoever nature beyond the control of Jade Homes Sdn Bhd.
- 15.2 Jade Homes Sdn Bhd shall not be liable to the Participant and/or the persons accompanying the Participant for any accidents happening, injuries, loss (including loss of life), liability and/or damages which may be suffered to their person or property whether by reason or as a consequence of or howsoever arising from or in connection with the Lucky Draw.

#### **16. PERSONAL DATA**

- 16.1 By agreeing to participate in the Lucky Draw, the Participants are deemed to have agreed and accepted the terms and conditions relating to the Privacy Notice duly published in the Group's website.

#### **17. GOVERNING LAW**

- 17.1 These terms and conditions shall be construed, governed and interpreted in accordance with the laws of Malaysia.

#### **18. SUCCESSORS BOUND**

- 18.1 These terms and conditions shall be binding upon on the Participant's successors, heirs and personal representatives and permitted assigns.