

TERMS AND CONDITIONS for MKH BE LIVE DREAM HOME OWNERSHIP – DOUBLE THE JOY LUCKY DRAW CAMPAIGN

1.0 INTRODUCTION

1.0 These Terms and Conditions ("T&Cs") govern the participation in the **MKH BE LIVE DREAM HOME OWNERSHIP – DOUBLE THE JOY LUCKY DRAW CAMPAIGN** ("Campaign"), organized by **MKH BERHAD** ("Organizer").

1.1 Participation in this Campaign constitutes an agreement by participants to adhere to these T&Cs, including all decisions and amendments made by the Organizer from time to time, which shall be final and binding.

2.0 CAMPAIGN PERIOD

2.1 The Campaign shall commence on **1 JULY 2025** and conclude on **30 SEPTEMBER 2025** ("Campaign Period").

2.2 The Organizer retains the sole discretion to extend, shorten, modify, or cancel the Campaign at any time without prior notice.

3.0 ELIGIBILITY

3.1 Eligibility for participation in the Campaign is subject to the following criteria:

- a) Participant must be aged 18 years or older at the time of entry;
- b) Participant must be Malaysian citizens or permanent residents;
- c) Participant who has purchased a residential property from MKH Berhad or its subsidiary ("Developer") and has executed a sale and purchase agreement (latest by 11.59pm of each month) ("SPA") ("Qualified Purchaser") with the SPA's solicitors appointed by the Organizer or Developer during the Campaign Period, will be eligible to participate in the lucky draw for that month, subject to audit verification by the Organizer, if necessary;
- d) Upon execution of the SPA by the parties, the SPA will be stamped by the SPA's solicitors appointed by the Organizer or Developer.

Employees of MKH Berhad, its subsidiaries, associated and related companies, their immediate family members, and joint purchasers of property units from MKH Berhad or its subsidiaries are **NOT ELIGIBLE** to participate in the draw.

3.2 The management of the Organiser reserves the sole and absolute discretion to disqualify, disallow or deny any person or qualified purchaser from participating in the Campaign without assigning any reasons whatsoever.

4.0 MECHANICS OF PARTICIPATION

4.1 To participate, the Qualified Purchaser must:

- a) ensure full compliance with all terms and conditions of the property purchase;
- b) submit a completed entry form (if required) along with a copy of the signed and stamped SPA to the Organizer.

4.2 Only 1 Qualified Purchaser per property is allowed for **one (1) entry** into the Lucky Draw. In the event there are more than 1 purchaser in the SPA, only one (1) purchaser within the meaning of Qualifying Purchaser is allowed to participate the draw.

5.0 PRIZES

5.1 The prizes consist of **travel vouchers** ("Prize(s)") as follows:

- **Monthly Prize: UMRAH or TRAVEL Voucher worth RM20,000.00**

5.2 The Organizer reserves the right to change the prizes and total number of prizes stipulated in the Lucky Draw.

5.3 All prizes whether in part or in full, are not transferable with cash, services, facilities, products and/or transferable to other person.

5.4 Prizes must be taken/accepted on an "as is where is basis" and the Organizer makes no representation or warranty on the merchantability, condition and quality of the prizes or their suitability for any purposes whatsoever.

5.5 Utilization of the prizes are always subject to the terms and conditions attached to the prizes and winners shall abide and be bound by terms and conditions that may be imposed by the Organizer, its sponsors and or travel agencies from time to time in respect of receipt or use of the prizes, if any.

- 5.6 The prizes are subject to the package availability, travel schedules and other relevant arrangements decide and arrange by the sponsors and or travel agencies. The Organiser shall not be responsible for any flight arrangement, flight schedule, itinerary, seats availability, cancellation or delay of the flight schedule, hotels or accommodations whatsoever relating to the utilization of the prizes. The winners shall abide all terms and conditions impose by the sponsors and or travel agencies from time to time.
- 5.7 All winners shall be personally liable for all costs and expenses that may be incurred pursuant to the collection, usage or utilization of the prizes, including but not limited to the costs for delivery, transportation, freight, insurance, visas and passports, personal costs, taxes, fees or any other related costs and expenses not stipulated herein.
- 5.8 The Organizer reserves the right to change and/or substitute any prizes with an equivalent value at its absolute discretion without prior notice. No appeal for changes, substitution exchange with cash, goods, facilities or benefits will be entertained.
- 5.9 All decisions in connection with the Lucky Draw, winners and prizes are final and no appeal shall be entertained.
- 5.10 Each Qualified Purchaser shall not be entitled to more than one (1) prize. In the event that a Qualified Purchaser wins more than one (1) prize, the Organizer reserves the right to withdraw or dispose the particular prize from the Lucky Draw or deal with the particular prize in such manner as the Organizer shall deem fit at its sole and absolute discretion.

6.0 OTHERS

- 6.1 All Qualified Purchasers shall observe and perform all the rules and regulations governing the Lucky Draw including the venue stipulated in this terms and conditions (the "T&Cs").
- 6.2 The Qualified Purchaser releases to the full extent permitted by law the Organizer including without limitation of its employees, sponsors, personnel, agents, travel agencies, representatives and/or assignees (hereinafter collectively referred to as the "**Organizer's Affiliates**") from the following:-
- a) all claims and demands of any kind and from all liabilities which may arise in respect of any loss, damage to property, and/or death of or injury to any person of whatsoever nature or kind, including criminal acts of violence in or during the Lucky Draw or in connection with the use of the prize(s) and the Qualified

Purchaser agrees that he/she shall not hold the Organizer and/or Organizer's Affiliates any responsibility or liability for any loss or damage (including death or injury) to the Organizer and/or Organizer's Affiliates;

- b) all replacement, repair, refund and/or make good (regardless at the Organizer and/or the Organizer's Affiliates and/or the Participant's costs and expenses) of any of the Qualified Purchaser's belongings or property which have been broken or damaged due to default, negligence or acts or omissions of the Organizer and/or Organizer's Affiliates; and
- c) any or all claims and/or complaints made by the Qualified Purchaser in connection with the Lucky Draw and or the use of the prize(s).

6.3 The Qualified Purchaser shall indemnify and keep the Organizer and/or Organizer's Affiliates fully indemnified in respect of all actions, proceedings, claims demands, losses, damages, expenses and costs (including without limitation legal costs incurred on a client and solicitor basis) whatsoever which may be made or brought against or suffered or incurred by the Organizer and/or Organizer's Affiliates in consequence of any breach/default of all or any of the terms and conditions herein and the negligence or omission on the part of the Qualified Purchaser.

6.4 Without prejudice to Condition 3.1 above, a Qualified Purchaser who fails to observe or comply with the T&Cs shall be disqualified without assigning reasons and without prior notice.

6.5 All decisions of the Organizer shall be final and conclusive and are not subject to appeal.

6.6 If there shall be any dispute in the interpretation of the provision of T&Cs, the dispute shall be referred to the Organizer whose decision shall be final, absolute and conclusive. Any appeal thereafter will not be entertained.

6.7 The Organizer reserves all rights to cancel, vary or modify the mechanism, requirements or structure of the programmes of the Lucky Draw at any time without prior notice to the Qualified Purchaser. The Qualified Purchaser shall always agree to be bound by our decision of suspending, discontinuing or cancelling any one or more of the Lucky Draw for whatever reason(s) whereby in such an event, the Qualified Purchaser shall not claim against the Organizer and the Organizer shall not be liable to the Qualified Purchaser for whatever losses or damages that may be suffered by the Qualified Purchaser in furtherance to the variation, modification, suspension, discontinuance or termination.

6.8 The Organizer shall be entitled to amend, vary, delete or add to the terms and conditions set out herein at any times without prior notice or liability and without assigning any reasons.

6.9 By participating in the Lucky Draw, all Qualified Purchasers and winners agree to :

- a) let the Organizer to use, promote and publish their particulars (including but not limited to photos, names, address) in the press or promotional materials or any other media where applicable for publicity, marketing and advertising purposes;
- b) release the Organizer and its directors, sponsors, officers, employees, representatives and agents from any claims, demands and all liability for any injuries, death, losses or damages of any kind that may be suffered by the participants/winners arising from or as a result of participation of the Lucky Draw or in connection to the enjoyment or usage of the prizes;
- c) be bound by the Organizer's decisions; and
- d) accept all of the terms and conditions of the Lucky Draw (including all variations and amendments thereafter).

6.10 English version of the terms and conditions of the Lucky Draw shall prevail over other versions.

7.0 DRAW & WINNER SELECTION

7.1 The Lucky Draw will be conducted **the following month** after the monthly campaign ends and will be announced via digital platform.

7.2 Winners will be selected via a random draw conducted by the Organizer.

7.3 Winners will be notified via **phone call, email, or registered mail** within **7 days** from the draw date.

7.4 If a winner cannot be contacted within **14 days**, the Organizer reserves the right to forfeit the Prize and select a replacement winner.

8.0 REDEMPTION OF PRIZES

8.1 A Qualified Purchaser who had won the Lucky Draw (the Winner) shall be entitled to claim the Prize from the Organizer or Organizer's authorized travel agency subject to and or upon compliance of the following events:

- a) 10% deposit of the purchase price of the property has been paid to the Developer (excluding all rebates and incentives granted by the Developer);
- b) the Sale and Purchase Agreement (SPA) of the property have been signed and stamped;
- c) the differential sum between the balance purchase price and the loan sum of the property (if any) have been fully paid. The loan documents have been executed and stamped. The Winner shall cause his/her financier to issue a letter of undertaking to release the loan sum in favour of the Developer;
- d) If the Winner is to purchase the property by way of cash, the Winner shall pay at least 10% of the purchase price of the property to the Developer (excluding all rebates and incentives granted by the Developer);
- e) In the event the conditions set out in clauses (a), (b), (c) and (d) above are not complied with, or the SPA is terminated/cancelled by the Winner for any reason whatsoever (not attributable to Developer) and or the Winner defaults on any payment due and payable under the SPA for any reason whatsoever, the Winner will be deemed disqualified from being entitled to the Prize(s) and the Winner shall make full refund of the Prize(s) amounting to **RM20,000.00** to the Organiser within five (5) working days from the date of a demand notice by the Organiser. In the event the Winner fails, omits and or neglects to refund the sum of **RM20,000.00**, the Organiser reserves the right to initiate legal action against the Winner, including but not limited to the recovery of all costs, expenses, damages and losses suffered by the Organiser and Developer as a result of the Winner's neglect to refund the sum of **RM20,000.00** to the Organiser.

8.2 The Winner must present their **original National Registration Identification Card (NRIC), copy of the signed and stamped SPA, and any other required documents as requested by the Organiser** for verification.

8.3 The Prize(s) must be claimed from the Organizer within **30 days** from the notification date subject to the fulfilment of Clause 8.1(a),(b),(c) and (d), failing which they will be forfeited.

9.0 GENERAL TERMS

- 9.1 The Organizer's decision on all matters relating to the Campaign is final, and no correspondence will be entertained.
- 9.2 Participants consent to the use of their names, images, and details for promotional, marketing purposes without compensation.
- 9.3 The Organizer shall not be liable for any loss (direct, indirect, and consequential loss), damage, injury, death or disappointment or inconvenience suffered by participants in connection with the Campaign (including usage or inability to use the prizes).
- 9.4 The Campaign is subject to all applicable laws and regulations in Malaysia.
- 9.5 The Organizer reserves the right to amend these T&Cs at any time without prior notice.

10.0 PERSONAL DATA

- 10.1 Participants' personal data will be collected, processed, and stored by the **Personal Data Protection Act 2010 (PDPA)**.
- 10.2 By participating in this Campaign, participants consent to the Organizer using their data for the purposes of the Campaign.

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