

“PropertyGuru Home Giveaway” Terms and Conditions

1. Contest and Organiser

- (a) ‘PropertyGuru Home Giveaway’ (“Contest”) is organized by PropertyGuru International (Malaysia) Sdn. Bhd. (“Organiser”).
- (b) The Organiser reserves the right to amend these terms and conditions, and modify, extend, suspend, withdraw or terminate the Contest at any time at its sole and absolute discretion without prior notice to any person. Failure to comply with these terms and conditions may result in disqualification from the Contest at the Organiser’s sole and absolute discretion.
- (c) By participating in the Contest, Nominators (defined below), and, by accepting a prize, Nominees (defined below), acknowledge they have read and agree to be bound by these terms and conditions.
- (d) For the purposes of these terms and conditions:
 - (i) “Nominator” is any person who proposes a Nominee in the Contest. A Nominator may nominate up to one Nominee only and is not allowed to nominate himself/herself; and
 - (ii) “Nominee” is any person nominated as a candidate in the Contest. All Nominees must meet the eligibility criteria set out in clause 2 below.

2. Eligibility

- (a) The Contest is only open to, and all nominees must be, Malaysian citizens aged 18 and above who reside in Malaysia and do not, at any time during the period of the Contest, own a home.
- (b) The following persons shall not be eligible to participate, either as Nominator or Nominee, in the Contest:
 - (iii) Employees of the Organiser, including its affiliated and related companies, and their immediate family members (children, parents, brothers, sisters and spouses); and/or
 - (iv) Representatives, employees, servants and/or agents of advertising and/or promotional service providers of the Organiser and/or its affiliated and related companies, and their immediate family members (children, parents, brothers, sisters and spouses).
- (c) Any Nominee who does not fully agree to these terms and conditions shall not be eligible to participate in the Contest.

3. Submission of Entries and Qualifying Criteria

The Contest comprises two stages: (1) Stage 1 – Nomination, and (2) Stage 2 – Voting.

Stage 1: Nominations – 1 February 2021 to 31 March 2021

- (a) To enter the Contest, a Nominator shall nominate a deserving Malaysian home seeker who meets the eligibility criteria set out in clause 2 above by:
- (i) uploading the Nominee's photo using the [PropertyGuru Home Giveaway Picture Frame](#).

Nominators shall:

- (ii) post the Nominee's photo (with picture frame) on their Facebook or Instagram with a brief paragraph stating why the Nominee deserves to own the home for free (not more than 300 words);
- (iii) tag us at @propertyguru.my (Facebook) and @propertygurumalaysia (Instagram), including the hashtags #PropertyGuruNumber1 #PropertyGuruHomeGiveaway and make sure their posts are 'Public'; and
- (iv) let us know by commenting on either our Facebook or Instagram post "I have nominated [tag your nominee's Facebook or Instagram handle**]. Here's the link to my post: [insert link to your nomination post on Facebook or Instagram]"
- (v) or by submitting a nomination via our Home Giveaway Form https://docs.google.com/forms/d/1fJ8oGBleUd8haZ0CY6HS7XJGnHKdEwWv3V87kYAEKVY/edit?usp=forms_home&ths=true
- (b) PropertyGuru will select five (5) entries to be in the running for the final stage, judged by the quality of the submitted photos and captions. The judges' decision is final, conclusive, and binding. No further appeal, enquiry and/or correspondence will be entertained.
- (c) Stage 1 of the Contest will commence at 12:00:00 AM (GMT+8) Malaysia time on 1 February 2021 and end at 11:59:00 PM (GMT+8) Malaysia time on 31 March 2021 ("Contest Period"). Nominations must be received during the Stage 1 Contest Period and any entries received outside the Contest Period will be disqualified.

Stage 2: Voting – 6th May 2021 to 31st May 2021

- (d) There will be five (5) finalists ("Finalist(s)") in the running to win the Prize between 03:00:00 PM (GMT+8) 6th May 2021 and 11:59:00 PM (GMT+8) 31st May 2021 ("Campaign Period").
- (e) A total of five (5) participation videos are published on <https://homegiveaway.propertyguru.com.my/> and facebook.com/127018884036437/posts/5446746555396950/ ("Campaign Pages"). There will be one (1) video for each Finalist.

- (f) Voting Mechanics on <https://homegiveaway.propertyguru.com.my/> microsite
- (i) The public is encouraged to vote for any of the Finalists, and there will be no limit as to how many Finalists can be voted for. However, every member of the public can only vote once for each Finalist during the Campaign Period.
- (ii) In order to vote, the public must click on the VOTE button available on each finalist video.
- (g) Voting Mechanics on Facebook
facebook.com/127018884036437/posts/5446746555396950/
- (i) Registered Facebook users are encouraged to vote for any of the Finalists, and there will be no limit as to how many Finalists can be voted for. However, every member of the public can only vote once for each Finalist during the Campaign Period.
- (ii) In order to vote, Facebook users must click on the LIKE button available on each finalist video
- (h) One Finalist with the highest number votes will be the winner ("Winner") of the Prize. Votes here refer to the total number of VOTES from <https://homegiveaway.propertyguru.com.my/> combined with the total number of video LIKES from facebook.com/127018884036437/posts/5446746555396950/
- (i) PropertyGuru reserves the right to disqualify entries or suspend voting if we have reasonable grounds to suspect that fraudulent voting has occurred or if it considers there has been any attempt to manipulate the voting. PropertyGuru has the right to substitute an alternative selection method at its absolute discretion.
- (j) PropertyGuru reserves the right to change, cancel or suspend the Campaign at any time.
- (k) By voting, it is implied that you are in agreement with the Terms and Conditions stated here
- (i) Entries that are lewd, obscene, sexually explicit, pornographic, disparaging, discriminatory, defamatory, libellous, illegal, offensive, or otherwise contain inappropriate content or objectionable material should not be submitted and the Organiser reserves the right to remove or demand the Nominator to remove such entry at any time in the Organiser's sole discretion. Submissions that are deemed not to be original or are deemed to be inappropriate for publication will be ineligible.
- (ii) By submitting entries, Nominators consent to irrevocably assign and transfer to the Organiser any and all rights, title and interest in the entries and to use, copy, commercialise and adapt for any purpose related to the Organiser's business (including, without limitation, library and promotional) any content or material contained in such entries without compensation, permission or notification to entrant or any third party.

- (iii) By submitting a nomination, the Nominator represents and warrants that the nomination entry is an original work and does not infringe the copyright, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity.

4. **Announcement of Winner**

- (a) The winner of the Contest ("Winner") will be notified via email or phone call no later than 30 June 2021 or such other date as decided by the Organiser at its absolute discretion, to present in person at the Prize Presentation venue to collect/claim their prize. The Organiser reserves the right to change the venue and/or timing of Prize Presentation at its sole discretion without prior notification.
- (b) In the event the Winner cannot be contacted for whatever reason after at least three (3) attempts and/or days, the Prize will be forfeited and, at the Organiser's sole discretion, awarded to an alternate.

5. **Prize**

- (a) The selected Winner will win a freehold condominium at Tropicana Metropark, Subang Jaya worth RM634,000 ("Prize").
- (b) The Organiser reserves the right at its absolute discretion to change, modify or revise the Prize.
- (c) The Prize is not exchangeable or sold for cash, credit, other items or vouchers in part or in full and is not transferable to any other person.
- (d) The Prize must be claimed in person. Identification, which includes NRIC, or passport that displays a photograph of the Winner will be required.
- (e) In the event, for any reason whatsoever, the Winner is unable to collect/claim the winning prize within the time period specified by the Organiser ("Collection Period"), the Prize shall be forfeited and the Organiser shall not reimburse or compensate the Winner. The Organiser shall not be obliged to extend the Collection Period.
- (f) In the event that the Winner chooses not to accept the Prize, they forfeit any and all claims to that Prize, which will be dealt with at the absolute discretion of the Organiser.

6. **Other Terms & Conditions:**

- (a) In the event the Organiser has a prizegiving ceremony, the Winner is required to attend at his/her own cost and expense to collect/claim the Prize.
- (b) Nominators and Nominees hereby acknowledge and agree that the Organiser excludes all warranties and/or liability in connection with the awarded Prize and/or the Contest. Nominators and Nominees (as applicable) 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 Contest, redemption and/or usage of the Prize. 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 Nominators or Nominees as a result of the participation in the Contest and/or the acceptance or use of the Prize.

- (c) All costs, fees and/or expenses incurred or to be incurred by the Nominees in relation to the Contest and/or to claim the Prize, which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Nominees. The Winner must abide by all laws and regulations currently in place and the terms and conditions of the party(ies) arranging and/or providing the Prize and the terms and conditions attached to the Prize, if any. The Winner shall be wholly responsible for the payment of all duties and taxes (including, without limitation, stamp duty), insurance and/or other miscellaneous charges relating to the Prize or otherwise arising as a result of the Nominee accepting the Prize. The Winner is advised to seek professional advice regarding tax and legal implications of accepting the Prize.
- (d) By accepting the Prize, the winner expressly and irrevocably agrees that the Organiser reserves the right to publish and/or use his/her name, photograph/s, voices, videos and/or appearances ("Materials") as the Organiser deems fit for the purposes of advertising and/or trade publicity without prior notice. The winner hereby agrees that he/she shall not be entitled to claim ownership or copyright or other forms of compensation relating to the Materials.
- (e) The Organiser's decisions are final and conclusive and the Nominees agree to abide by the decisions of the Organiser. No correspondence will be entertained, and no Nominee shall resort to court proceedings to review the Organiser's decisions.
- (f) The terms and conditions contained in the Terms and Conditions shall be governed by and enforced in accordance with the applicable laws of Malaysia. If any provisions of these Terms and Conditions are held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Terms and Conditions will remain in full force and effect.
- (g) By submitting a nomination, Nominator represents that he or she has obtained the consent of the Nominee to provide Nominee's information and personal data to Organiser for the purposes of the Contest. By participating in the Contest, Nominators and Nominees agree to PropertyGuru International (Malaysia) Sdn. Bhd. contacting them by email and/or telephone to provide them marketing, advertising and promotional information. Nominators and Nominees acknowledge that they have read and understood, and consent to the collection, use, disclosure and processing of their personal information in accordance with, the Organiser's Privacy Policy, available at <https://www.propertyguru.com.my/privacy>.