



JADE HILLS WHEEL OF FORTUNE: SPIN & WIN CAMPAIGN TERMS AND CONDITIONS

The Purchaser(s) hereby agree(s) to participate in “**JADE HILLS WHEEL OF FORTUNE: SPIN & WIN CAMPAIGN**” (“Promotion”) upon the terms and subject to the conditions set out below: -

1. THE DEVELOPER

1.1 The Promotion is organized by **JADE HOMES SDN BHD**, “the Developer” of the Participating Projects (as defined below).

2. THE PARTICIPATING PROJECTS

2.1 The participating projects are as follows:

- (i) Rymba Gardens;
- (ii) Celestial Mansions;
- (iii) The Lakes;
- (iv) Hana Gardens; and
- (v) Jadite Suites

collectively shall be known as “Participating Projects”.

3. ELIGIBILITY

3.1 The Promotion is valid for the participating projects offered by the Developer from period 1 July 2020 to 31 July 2020 (“Promotion Period”) but provided that the total worth of the Promotion of RM400,000.00 has not been fully utilised.

3.2 For a residential unit in the Participating Projects to be eligible for the Promotion:-

- (a) the Purchaser(s) of the participating project unit must have signed the sale and purchase agreement (“SPA”) and such other documents as required by the Developer on or before 31 July 2020 notwithstanding the time period for signing in the Sales Form as stipulated by the Developer;
- (b) the Developer must have received the required part payment towards payment of the purchase price as set out in the SPA;
- (c) the SPA must not be terminated for any reason whatsoever on or before the delivery of vacant possession date of the unit; and
- (d) the Purchaser(s) must not be in default of the SPA on or before the delivery of vacant possession date of the residential unit.

3.3 For the avoidance of doubt, the Developer may determine if any particular residential units in the Participating Projects shall not be eligible for the Promotion.

3.4 The Purchaser(s) and each of the residential units in the Participating Projects who fulfils the eligibility in this Clause 3 shall be referred to as “Eligible Participant” and “Eligible Unit” respectively.

3.5 Notwithstanding the eligibility criteria as set out in Clause 32, the Developers may at the Developers’ sole and absolute discretion determine whether any of the residential units in the Participating Projects is to be considered as an Eligible Unit. In the event that the



Developers so considers such residential unit to be eligible, the reference to “Eligible Unit” in these terms and conditions shall include such residential unit.

- 3.6 For the avoidance of doubt, the purchasers who bought the residential units through a sub-sale shall not be eligible to participate in this Promotion.

4. PROMOTION

The Promotion value is worth up to RM15,000.00 for “Rymba Gardens”, “Celestial Mansions”, “the Lakes” and “Hana Gardens”, and RM10,000.00 for “Jadite Suites” and shall comprise of:-

4.1 Prizes

- (a) Cash; or
- (b) Home Appliances; or
- (c) Interior Design Package; or
- (d) Gift Vouchers

Note: (i) The prize shall be delivered to the Purchaser(s) within 60 days from signing of the SPA.

(ii) The Developer reserves the right to replace the product or change the brand of the equivalent product without prior notice.

(iii) The Eligible Participant may, with the consent of the Developer, exchange the non-cash prize for cash to the same value as the prize and such value shall be solely determined by the Developer which decision shall be final, binding and conclusive on the Purchaser(s) and the Eligible Participant without challenge failing which the Developer shall be at liberty to reject the request for the exchange.

(iv) In the event of the Developer agreeing to the exchange for cash, Item 4.2 herein shall be applicable.

4.2 Cash Prize

- (a) The Cash Prize will be given to the Purchaser(s) in a form of a cheque which shall be delivered to the Purchaser(s) within 60 days from signing of the SPA; or
- (b) If requested by the Purchaser(s), the Cash Prize shall be deem a cash rebate which shall be issued by way of a credit note and shall be utilised as follows:-

“Rymba Gardens”, “Celestial Mansions”, “The Lakes” and “Hana Gardens”

(i) offset part of the 2nd 10% of the purchase price under the SPA; and

(ii) any excess shall be remitted free of interest to the Purchaser(s) or Eligible Participant within sixty (60) days from the date of receipt by the Developer of the 1st disbursement or drawdown of the financing sum if the Purchaser(s) or Eligible Participant shall have been granted financing for the purchase of the Eligible Unit.

Jadite Suites

(i) offset part of the purchase price under the SPA; and



- (ii) if applicable, offset any amounts which may be due and payable on the due date or deemed date (whichever is earlier) of delivery of vacant possession of the Eligible Unit including but not limited to any outstanding interest, maintenance charges, charges, sinking fund, deposits and/or miscellaneous charges; and
- (iii) any excess shall be remitted free of interest to the Purchaser(s) or Eligible Participant within sixty (60) days from the date of receipt by the Developer of the from the date of receipt by the Developer of full payment of the Purchase Price

4.3 Eligible Participant is only entitled to one (1) spin of the Wheel of Fortune for each Eligible Unit.

5. DISQUALIFICATION

5.1 The Developer reserves the right to disqualify any of the Eligible Unit or any of the Eligible Participant at any time due to:-

- (a) the SPA is not signed by the Purchaser(s) within the time frame stipulated in Clause 3; or
- (b) the Purchaser(s) is/are in default of the SPA for any reason whatsoever; or
- (c) the SPA is terminated by the Developer for any reason whatsoever; or
- (d) any breach of these terms and conditions or other rules and regulations of the Promotion by the Eligible Participant;
- (e) any breach of any applicable laws, rules, regulations, by laws or requirements, whether or not having the force of law, by the Eligible Participant; or
- (f) any non-disclosure, fraud, cheating or deception as determined in the Developers' sole and absolute discretion, by the Eligible Participant; or
- (g) inaccurate or incorrect information and/or disclosures by the Eligible Participant; or
- (h) any acts or omissions of the Eligible Participant including but not limited to participating in protests and demonstrations, posting photos and articles or making statements which directly or indirectly bring the Developer and/or the Group (as defined below) into disrepute.

5.2 In the event of Clause 5.1, the Eligible Unit shall be immediately withdrawn from the Promotion and the following shall apply:-

- (a) if any of the Cash Rebate was used as payment in accordance with Clause 4.2, such Cash Rebate shall be reversed and the amount which is equivalent to the amount of such Cash Rebate so reversed shall be immediately due and payable by the Purchaser(s) pursuant to the terms and conditions of the SPA; or
- (b) if any prize is given to the Purchaser(s) by the Developer, the Purchaser(s) shall be liable to refund the cost utilised for the prize failing which such amount shall be a debt due by the Purchaser(s) to Developer and the Developer shall be entitled to take such action as the Developer deems fit to recover such amount.



6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Purchaser(s) and the Eligible Participant represent and warrant to the Developer that:-
- (a) the Purchaser(s) and the Eligible 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 Purchaser(s) and the Eligible Participant;
 - (c) these terms and conditions constitutes a legal, valid and binding obligation of the Purchaser(s) and the Eligible Participant and are enforceable in accordance with its terms and conditions; and
 - (d) the Purchaser(s) and the Eligible 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.
- 6.2 The Purchaser(s) and the Eligible Participant acknowledge that the Developer have relied on the Purchaser(s) and the Eligible Participant's representations and warranties as set out in Clause 6.1 and such representations and warranties are valid and effective for the duration of the Promotion.

7. PHOTOGRAPHS, RECORDINGS ETC

- 7.1 The Purchaser(s) and the Eligible Participant hereby consent for the Developer and the Developer's shareholders, subsidiaries, associates and jointly controlled entities ("the Group") to use the Purchaser(s)' and the Eligible Participant's details (including but not limited to their name, age, gender, race, religion and the details of the Eligible Unit including but not limited to such details in the SPA) 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.
- 7.2 The Purchaser(s) and the Eligible Participant hereby irrevocably and unconditionally consent to:-
- (a) if so required by the Developer and/or the Group, make himself/herself available (without compensation) for the production, recording and publicity of the Promotion at such dates, times and venues as may be notified by the Developer 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 promotions and publicity use.
 - (b) give the sole and absolute discretion to the Developer and the Group to:-
 - (i) publish, print and/or broadcast the items in Clause 7.1 and Clause 7.2; and/or
 - (ii) use the slogan, names or nicknames on any of its programmes/channels in whole or in part; and/or



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

7.3 All copyrights subsisting in the items in Clause 7.1 and Clause 7.2 shall belong to the Developer and the Group absolutely.

8. PERSONS ACCOMPANYING THE PURCHASER(S) AND THE ELIGIBLE PARTICIPANT

8.1 The Purchaser(s) and the Eligible Participant shall be solely responsible for any acts or omission by any person accompanying the Purchaser(s) and the Eligible Participant.

9. RESTRICTIONS

9.1 The Purchaser(s) and the Eligible Participant undertake that they shall not, without the prior written consent from the Developer and the Group (which consent may be withheld without assigning reasons therefor):-

- (a) publish, print and/or disclose any information in connection with the Promotion (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 Promotion with any third party.

10. DECISIONS OF THE DEVELOPER

10.1 The Developer's decisions on all matters relating to the Promotion (including but not limited to any inconsistencies in any of these terms and conditions) shall be final, binding and conclusive on the Purchaser(s) and the Eligible Participant. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Developer shall be entertained in any way whatsoever.

10.2 The Purchaser(s) and the Eligible Participants hereby irrevocably waive all rights to make any oral or written complaints, public announcements or statements on the Promotion, unless with the prior written consent of the Developer.

11. TERMINATION, DISCONTINUATION AND SUSPENSION

11.1 The Developer may at any time without prior notice terminate, discontinue or suspend the Promotion at the Developer's sole and absolute discretion in which case, the Developer may elect not to award any of the Promotion.

11.2 Such termination, discontinuation or suspension shall not give rise to any claim by the Purchaser(s) and the Eligible Participant.

11.3 If the Developer resumes the Promotion, the Purchaser(s) and the Eligible Participant shall abide by the Developer's decision regarding resumption of the Promotion and the disposition of the Promotion.



12. LIABILITY

- 12.1 The Developer shall not be liable to the Purchaser(s) and the Eligible 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 the Developer.
- 12.2 The Developer shall not be liable to the Purchaser(s) and the Eligible Participant and/or the persons accompanying the Purchaser(s) and the Eligible 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 Promotion.

13. INDEMNITY

- 13.1 The Purchaser(s) and the Eligible Participant shall indemnify the Developer against any actions, suits proceedings, claims, demands, fines, penalties, costs and expenses (including but not limited to legal costs on solicitor and client basis) which may be brought or made against or incurred by the Developer in any way whatsoever.

14. PERSONAL DATA

- 14.1 By agreeing to participate in the Promotion, the Purchaser(s) and the Eligible Participants are deemed to have agreed and accepted the terms and conditions relating to the Privacy Notice duly published in the Group's website.

15. GOVERNING LAW

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

16. SUCCESSORS BOUND

- 16.1 These terms and conditions shall be binding upon on the Purchaser(s) and the Eligible Participant's successors, heirs and personal representatives and permitted assigns.