



The Film & Win Contest is organized by Gamuda Cove. Gamuda Cove is also the administrator for the Campaign. By participating in this Campaign, the Participant doing so shall be taken to have fully and unconditionally agreed to be bound by the Terms and Conditions stated below.

A. Eligibility of the Participant

1. The Campaign is open to all individuals who have registered via Gamuda Cove Google Form, who reside in Malaysia and aged 18 years old and above ("Participant"). The Participant must have a valid National Registration Identification Card ("NRIC") number (12-digit) OR passport holder with valid number at the time of participation of the Campaign.
2. The Participant is not an employee of Gamuda Land and/or Gamuda Berhad and/or Gamuda Berhad's subsidiaries, jointly controlled entities and associates ("Gamuda Group") or such employee's immediate family members limited to parents, spouse, children and siblings.
3. The Participant is not a staff employed with a consultants, contractors or company approved by the Gamuda Group under its latest approved contractor list and/or approved supplier list ("ACL/ASL Company") or such staff's immediate family members.
4. Gamuda Cove shall have the sole and absolute discretion to decide whether any of the Participant is an employee of the Gamuda Group and/or ACL/ASL Company and the decision shall be final and binding on the Participant.
5. Gamuda Cove reserves the absolute right to vary or amend the aforesaid eligibility criteria of a participant for the Campaign if it deems necessary.

B. Timeline

1. The Campaign will commence on 1st August 2022 at 12:00 AM and ends on 18th September 2022 at 11:59 PM ("Campaign Period"). Gamuda Cove reserves the absolute right to vary or amend the duration of the Campaign Period if it deems necessary. All entries or submissions received prior to or subsequent to the Campaign Period will not be entertained.

C. Submission of Entries

1. Participants are required to register through google form for free and to submit their entry.



2. Entries are only accepted online.
 - **Platform (Facebook, Tik Tok and Instagram contest):**
 - Participant must “Like and/or “Follow” Gamuda Cove Facebook or Instagram (depending on preferred platform)
 - Participant’s Facebook, Tik Tok and Instagram profile must set as public
 - Each entry must tag, check in @gamudacove and hashtag #Gamudaland #GamudaCove #Travel2GamudaCove #PostandWinbyGamudaCove
3. Participant must also provide the original hi-resolution file to Gamuda Cove upon request. Said file can be in the following formats which must be un-edited and edited (JPEG, JPG, TIFF, RAW, PNG, MP4). Should the participant fail to present the requested photographs/files, the winner shall be automatically disqualified and Gamuda Cove shall be permitted to select another winner as a replacement.
4. Each entry must be captioned with the location, development name, background and objective of the photograph(s).
5. Participants that choose to take photos at residential areas within the area as stated above shall comply with all rules and regulations imposed by the respective area. Participants shall be responsible for safety and security issues arose during the visits to the developments. Gamuda Cove shall not be liable for any injuries, loss or damages incurred directly or indirectly by the Participants due to the Participants’ visit to the development.
6. Incorrect or incomplete entries will be disqualified.
7. Entries that have won prizes in other contests or that have been submitted to other contests currently underway, including similar works, are not eligible.
8. Each participant must share a maximum of 2 social media platforms.
9. Copyright: Gamuda Cove recognizes that the Participant, as the author of the photograph submitted, retain full ownership of the copyright in each entry. The Participants understand that any photograph submitted for the Campaign may be used by Gamuda Cove for marketing, promotional activity or any other purposes as deem fit by Gamuda Cove. By participating in this Campaign, the Participant hereby grant Gamuda Cove a perpetual non-exclusive royalty free license and right to use of the photograph submitted in this Campaign, regardless whether the Participant is the winner of the Campaign or not.
10. All entries are non-returnable and Gamuda Cove shall be permitted to reproduce, exhibit, publish or otherwise reuse the film submitted without notification or payment to the Participant.
11. The Participant warrant that the Participant own the video submitted and the whole copyright



in the work vested in the photograph. In this respect, the Participant further warrant that the photograph submitted shall not infringe or violate any copyright, trademarks, contract's right, passing off or any other intellectual property rights of any third party or entity or violate any person's rights of privacy or publicity or any applicable law. Gamuda Cove shall not be held responsible in any way what so ever for infringement or violation of any copyright, trademarks, contract's right, passing off or any other intellectual property rights of any third party or entity on the photograph submitted.

12. The video content that are deemed offensive, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content, inappropriate and irrelevant, or have any reference or association to sensitive matters according to any law will be disqualified from this Campaign.

D. Judging of Entries

1. The panel of judges for the Campaign may comprise of members of the relevant departments of Gamuda Cove.
2. The judges' decision in relation to all aspects of the Campaign and the result is final and binding.
3. Judging criteria for contest may include but not limited to the following:
 - Visual
 - Inspirational power
 - Adherence/Appropriateness to Theme
 - Uniqueness of Concept
 - Originality of the Moment
 - Clarity of Expression
 - Creativity
 - Entertainment Quality

E. Prizes

1. 1st prize only eligible for Gamuda Cove- GL Friends.
2. 2nd & 3rd prize open to the public.

F. Announcement of Results & Delivery of Prizes

1. Results may be announced on any date as decided by Gamuda Cove.
2. If the selected winner fails to provide the details as requested and is not able to receive or accept the prize, the winning shall be automatically disqualified and Gamuda Cove will select another winner as a replacement winner.
3. Prizes are not exchangeable for cash or items in kind, and are not transferrable. Gamuda Cove reserves the right to change the prize(s) at its discretion to other prize(s) or a cash prize



of similar or lesser value without any prior notice. The prizes are subject to any other terms and conditions as may be imposed by Gamuda Cove from time to time.

G. Liability & Responsibility

1. Before submitting an entry, the Participant is responsible for taking all steps necessary to protect the right of publicity and other rights of persons depicted in the entry, including but not limited to obtaining their permission, to avoid any cases related to the infringement of these rights.
2. Participants are responsible for the resolution of any legal issues arising from the submitted works and agree to pay any costs thereby incurred.
3. Participants will not be notified of the receipt of their entries. Please note that the organizer will not respond to inquiries concerning their receipt.
4. Gamuda Cove shall not be liable for any defects (physical or operational) to the prizes nor to the merchantable quality of the same. Gamuda Land gives no representation or warranty with respect to the condition of the prizes, which shall be given on "as is basis". Gamuda Cove shall further hold no responsibility to replace any prize that is lost, stolen or defective (whether due to physical or operational defects, under warranty or otherwise). Participants are to deal directly with the manufacturer or developer of the prizes for any matters/issues concerning any applicable warranty of the prizes.
5. The Participants shall not be entitled to claim for any compensation from Gamuda Cove for any loss and damage suffered or incurred by the participants due to any amendments, alterations or modifications of this Terms and Conditions and cancellation, termination or suspension of the Campaign. Gamuda Cove shall not be liable for any representations, injuries, loss or damages incurred directly or indirectly by the participants due to the former's participation in the Campaign and/or action or omission of Gamuda Cove.

H. Personal Data Protection

1. This Campaign is in no way sponsored, endorsed or administered by, or associated with any other companies. All participants' information will only be submitted to Gamuda Cove.
2. The information Participant provides to Gamuda Cove will be processed in accordance with the provisions of the Personal Data Protection Act 2010 ("Act").
3. The personal data may be used by or on behalf of Gamuda Cove to send the Participant further details, including its events, academic programmes and marketing information or to provide the Participants with further information about relevant products or services. It may be held on a mailing list or database for this purpose, unless the Participants object



(by notifying Gamuda Cove in writing);

4. The personal data may also be used by Gamuda Cove for publicity, promotional and marketing purposes and it may also be passed on to a third party (a 'data processor') with whom Gamuda Cove has formally contracted to process the Participants' data for this purpose, subject to the safeguards concerning privacy and security of data set out in the Act.
5. Gamuda Cove will take the necessary steps to protect the confidentiality of the personal data shared in accordance with the applicable laws.

I. Decision

1. Gamuda Cove's decisions on all matters relating to the Campaign (including but not limited to any inconsistencies in any of these terms and conditions) shall be final, binding and conclusive on the Participant and the winner. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Gamuda Cove shall be entertained in any way whatsoever.
2. The Participant hereby irrevocably waive all rights to make any oral or written complaints, public announcements or statements on the Campaign, unless with prior written consent of Gamuda Cove.

J. Termination, Discontinuation and Suspension

1. Gamuda Cove may at any time without prior notice terminate, discontinue or suspend the Campaign at Gamuda Cove's sole and absolute discretion in which case, Gamuda Cove may elect not to award any Participant.
2. Such termination, discontinuation or suspension shall not give rise to any claim by the Participant.
3. If the Gamuda Cove resumes the Campaign, the Participant shall abide by the decision regarding resumption of the Campaign and the disposition of the Campaign.

K. Indemnity

1. The Participant shall indemnify Gamuda Cove 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 Gamuda Cove in any way whatsoever.

L. General Terms & Conditions

1. The laws of Malaysia shall govern the Campaign. The Campaign is void where prohibited or restricted by any local, national, state, or any governmental laws.



2. Gamuda Cove may in its discretion refuse to award any prize to any participant who fails to comply with these Terms and Conditions. All relevant instructions on the website form part of these Terms and Conditions.
3. Gamuda Cove reserves the right to request winner(s) to provide proof of identity, proof of residency, and/or proof of age in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Gamuda Cove. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.