

GAMUDA LAND

Photography contest known as “GL Through Your Lens” (“Campaign”) is organized by Gamuda Land (Botanic) Sdn Bhd (“Gamuda Land”). Gamuda Land 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 Land Mobile app, 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 Land 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 Land 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 January 2020 at 12:00 AM and ends on 30th September 2020 at 11:59 PM (“Campaign Period”). Gamuda Land 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 download the Gamuda Land mobile app for free and register as member to submit their entry
2. Entries are only accepted through online.
 - **Main Category:**
 - Participant is required to register at the [Microsite](#) to participate in this Campaign.
 - The format and size of entries submitted has to be in .jpeg, .jpg, .png, .tiff format with a minimum file size of 1MB (not exceeding 5MB).

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- **Special Categories (Facebook and Instagram contest):**
 - Participant must “Like and/or “Follow” Gamuda Land’s Facebook or Instagram (depending on preferred platform)
 - Participant’s Facebook and/or Instagram profile must set as public
 - Each entry must tag @gamudaland and hashtag #SincereResponsibleOriginal
 - Participant will be contacted by Gamuda Land representative for GL member verification.
- 3. Participant must also provide the original hi-resolution file to Gamuda Land upon request. Said file can be in the following formats which must be un-edited and edited (JPEG, JPG, TIFF, RAW, PNG). Should the participant fail to present the requested photographs/files, the winner shall be automatically disqualified and Gamuda Land shall be permitted to select another winner as a replacement.
- 4. Submissions will be evaluated via the following themes;
 - Caring for People and the Community – for the period between 1st until 30th January 2019;
 - Being Responsible Town-makers – for the period between 1st until 29th February 2019
 - Driving Innovation to Create Value – for the period between 1st until – 31st March 2020 (Concluded on March 18th due to MCO)
 - Respecting Nature and the Environment – for the period between 1st until 30th September 2020
- 5. Each entry must be captioned with the location, development name, background and objective of the photograph(s).
- 6. Digital and traditional photography are permitted.
- 7. The photograph(s) must be captured from the following developments :
 - Bandar Botanic, Klang
 - Kota Kemuning, Shah Alam
 - twentyfive.7, Kota Kemuning
 - Gamuda Cove, Southern Klang Valley
 - Discovery Wetlands (Paya Indah Discovery Wetlands), Southern Klang Valley
 - Horizon Hills, Iskandar Puteri, Johor
 - Gamuda Gardens, Sungai Buloh
 - Kundang Estates, Sungai Buloh
 - Valencia, Sungai Buloh
 - Bukit Bantayan Residences, Kota Kinabalu
 - Jade Hills, Kajang
 - HighPark Suites, Petaling Jaya
 - The Robertson, Kuala Lumpur
 - Madge Mansions, Kuala Lumpur

Other participating locations include:

- Discovery Wetlands (Paya Indah Discovery Wetlands), Southern Klang Valley
8. 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 residential areas including but not limited to seek prior approval from the respective township management. Participants shall be responsible for safety and security issues arose during the visits to the developments. Gamuda Land and/or Gamuda Group shall not be liable

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for any injuries, loss or damages incurred directly or indirectly by the Participants due to the Participants' visit to the developments.

9. Incorrect or incomplete entries will be disqualified.
10. Entries submitted after the timeline stated in paragraph C.3 will be disqualified.
11. Entries that have won prizes in other contests or that have been submitted to other contests currently underway, including similar works, are not eligible.
12. Each participant is only allowed to submit maximum 5 entries for each category and theme.
13. Participants are not allowed to submit the same entry within the same category and theme (Main Category and Special Category).
14. Winners of the monthly first prize and most meaningful category are eligible to win the Grand Prize.
15. Copyright: Gamuda Land 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 Land and/or Gamuda Group for marketing, promotional activity or any other purposes as deem fit by Gamuda Land and/or Gamuda Group. By participating in this Campaign, the Participant hereby grant Gamuda Land and/or Gamuda Group 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.
16. All entries are non-returnable and Gamuda Land and/or Gamuda Group shall be permitted to reproduce, exhibit, publish or otherwise reuse the photograph submitted without notification or payment to the Participant.
17. The Participant warrant that the Participant own the photograph 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 Land and/or Gamuda Group 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.
18. "Portrait" may be interpreted in its widest sense, in relation to "photography concerned with portraying people with the emphasis on their identity as individuals in relation to their surroundings, status and humanity".
19. Photographs 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.

20. Commercial and advertising photograph, heavy digitally manipulated or post-processed, HDR (High Dynamic Range) or digitally montaged images are not permissible. eg. heavy vignette, extreme darkening of skies, toning, filter effects. In-camera multiple exposures are allowed.
21. In all categories, minimal digital enhancement is advised but not required, subject to basic darkroom techniques for example levels, curves, dodging, burning, minimal sharpening, colour correction. Photographs can be Black and White or Colour. Photographs must not have any borders, keyline or film edges, name, personal logos or watermarks. Scanned film images must be free of dust marks and borders.

D. Judging of Entries

1. The panel of judges for the Campaign may comprise of members of the relevant departments of Gamuda Land and/or Gamuda Group and the professional photographers as deem relevant by Gamuda Land.
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. Find out about our attractive prizes [here](#).

F. Announcement of Results & Delivery of Prizes

1. Results may be announced on any date as decided by Gamuda Land.
2. Winners will be contacted by the representative of Gamuda Land via e-mail, mobile number or other reachable mediums, if needed, to verify the details and be informed of the results.
3. 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 Land will select another winner as a replacement winner.
4. Prizes are not exchangeable for cash or items in kind, and are not transferrable. Gamuda Land 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 Land from time to time.

5. The grand prize winner may be required to execute any necessary documents including but not limited to sale and purchase agreement, undertaking letter or any documents in order to give to affect to the winning prize.

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. Upon Gamuda Land's request, the Participant must be prepared to provide a signed release form from all persons who appear in the photograph submitted, and/or from the owner of any material that appears in the submission, authorizing Gamuda and its subsidiaries to reproduce, distribute, display, and create derivative works of the entries in connection with the campaign and promotion of the campaign, in any media now or hereafter known. Failure to provide such releases upon request may result in disqualification at any time during the Campaign and selection of an alternate winner.
3. Participants are responsible for the resolution of any legal issues arising from the submitted works and agree to pay any costs thereby incurred.
4. Participants will not be notified of the receipt of their entries. Please note that the organizer will not respond to inquiries concerning their receipt.
5. Gamuda Land 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 Land 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.
6. Unless expressly specified otherwise by Gamuda Land, the prizes will be provided as a "stand-alone" product and shall not include any miscellaneous accessories or services made available in the market for such prizes regardless of any of the aforesaid accessories are displayed in any promotional materials of the Campaign which shall include but not limited to cards, posters or leaflets the illustration of which is meant for illustrative purposes only. All charges, costs and expenses (which shall include but not limited to postal charges), which may be incurred in connection to the delivery of the prizes shall be solely borne by the winner.
7. The Participants shall not be entitled to claim for any compensation from Gamuda Land and/or Gamuda Group 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 Land shall not be liable for any representations, injuries, loss or damages incurred directly or

8. indirectly by the participants due to the former's participation in the Campaign and/or action or omission of Gamuda Land.

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 Land.
2. The information Participant provides to Gamuda Land 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 Land 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 Land in writing);
4. The personal data may also be used by Gamuda Land and/or Gamuda Group for publicity, promotional and marketing purposes and it may also be passed on to a third party (a 'data processor') with whom Gamuda Land and/or Gamuda Group 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 Land and/or Gamuda Group will take the necessary steps to protect the confidentiality of the personal data shared in accordance with the applicable laws.
6. By participating in this Campaign, the Participant confirm having read, understood and agreed to the Privacy Notice of Gamuda Group which is available at the Group's website and/or at (<https://gamudaland.com.my/privacy/>) for the Gamuda Group to provide services or to correspond with the Participant and to improve its products and services.

I. Decision

1. Gamuda Land and/or Gamuda Group'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 Land and/or Gamuda Group 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 Land and/or Gamuda Group.

J. Termination, Discontinuation and Suspension

1. Gamuda Land and/or Gamuda Group may at any time without prior notice terminate, discontinue or suspend the Campaign at Gamuda Land and/or Gamuda Group's sole and absolute discretion in which case, Gamuda Land and/or Gamuda Berhad 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 Land and/or Gamuda Group 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 Land and/or Gamuda Group 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 Land and/or Gamuda Group 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 Land 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 Land 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 Land. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
4. The Participants hereby irrevocably and unconditionally consent to:-
 - if so required by the Gamuda Land and/or the Gamuda Group, make himself/herself available (without compensation) for the production, recording and publicity of the Campaign at such dates, times and venues as may be notified by Gamuda Land and/or the Gamuda Group from time to time including but not limited to:-
 1. interview (which may be recorded); and/or
 2. taking of still photograph, audio and/or visual recording for promotions and publicity use.
 - give the sole and absolute discretion to the Gamuda Land and the Gamuda Group to publish, print and/or broadcast the items in paragraph L.4(a).