

## **LBS X SCAPES TIK TOK CONTEST (“Contest”)**

The Contest is organised by LBS Bina Group Berhad (hereinafter known as “the Organiser”). By participating in the Campaign, you agree to be bound by the following terms and conditions (consisting of the General Terms and Conditions and the Specific Terms and Conditions) between you and the Organiser (“Contest Terms”). You agree that the Organiser may include additional terms to and/or vary the Contest Terms at our sole discretion at any point of time and any additional and/or variation of the terms shall be incorporated by reference immediately at the point of time in which it is implemented. You are advised to visit this page from time to time to be updated of the latest Contest Terms.

In the event of any inconsistency between any terms and conditions stipulated in any of our marketing brochures, leaflets, buntings, or otherwise any other platforms and the Contest Terms stipulated herein, the latest Contest Terms shall prevail.

### **GENERAL TERMS & CONDITIONS**

#### **CAPACITY AND REPRESENTATION**

- To participate in the Contest, you must be aged eighteen (18) and above in Malaysia, or have attained an age of majority in the jurisdiction in which you are domiciled to enter into legally binding contracts and be a Malaysian citizen.
- You acknowledge and agree that all information made by you are true, accurate, and not misleading. We reserve the right to request for more information from you in the event we deem that the information provided by you is insufficient. Kindly note that failure by you to provide to us true and accurate information may result in your disqualification from the Contest.
- You shall be responsible to update us immediately in the event that you discover that any information made by you is erroneous, outdated, or insufficient. Kindly note that failure by you to provide the necessary information to us may result in your disqualification from the Contest.
- You further acknowledge that we will rely on any information provided by you and that any false, inaccurate, and/or misleading information may cause losses and damages to us. You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from the losses and damages suffered as a result of the false, inaccurate and/or misleading information provided by you.
- You shall not use the Contest as a means or manner to facilitate any illegal and/or fraudulent transactions.

- You will not, by participation or entrance of this Contest, violate any other terms and conditions, policies, and guidelines, and/or contracts that you have agreed to.
- You will comply with all applicable laws, by-laws, rules, regulations, policies, instructions, directions, orders and/or directives from us, any governmental organization, and/or relevant authorities.

## **PRIVACY**

All information provided by you shall be collected, stored, used and retained by us in accordance to our Personal Data Protection Act Policy. You are to read, acknowledge and accept our Personal Data Protection Act Policy which is incorporated by reference herein and can be found at <https://lbs.com.my>

## **TAX AND DISBURSEMENTS FEES**

- You shall bear all transportation, personal expenses, insurance, stamp duties, transfer fees, taxes, any other duties and/or any other costs, fees and/or related expenses incurred pertaining to the Prizes (as defined below).
- You shall be solely responsible to declare your Prizes winnings with the relevant tax authorities and pay for any levy, duty, charges and tax that is imposed (if any). The Organiser shall not in any way be held liable to pay any charges, tax, levy, fines and/or duty that are imposed on the Winners by the relevant tax authorities for the Prizes winnings.

## **PRIZES**

- The Organiser shall not assume any liability and responsibility whatsoever in the event of any mishaps, injuries, damages, death, claims and/or accidents suffered by your participation in the Contest and from the use of the Prizes.
- You shall hold the Organiser harmless against any liability and claims and agree to indemnify the Organiser completely for any claims, damages, losses and liability arising from and/or in relation to your use of the Prizes.
- You agree and acknowledge the Organiser provides no representation or warranty of any kind whatsoever in respect of any defect or other faults in relation to the Prizes, and that the Prizes displayed in any marketing or promotional materials are for illustration purposes only which may not depict the actual color, material, model, and/or specification of the actual Prize.
- The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.

- Any decisions taken by the Organiser are final and binding on you. The Organiser shall not be obliged to entertain any queries, claims, requests or correspondences after the decision of the Organizer has been made.
- You agree that the Prizes is non-transferable, non-refundable, non-exchangeable for cash without the Organizer's express written consent. The Organizer reserves the right to substitute any Prizes with that of a similar value by notifying you.

## **INDEMNITY**

You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from any losses and damages suffered by us as a result of your violation or breach of the Contest Terms.

## **PROMOTIONAL MATERIALS**

You agree that the Organiser shall have the right to interview you, take photographs, and videos as well as use your personal details which shall include your name(s) for our marketing campaign materials for the purposes of advertising, trade and/or publicity in accordance to the Privacy clause above. You acknowledge that any interview results, photographs and videos shall be solely owned by us.

## **MISCELLANEOUS**

- Any representation of the Prizes shown in any advertisement and promotional materials are solely for illustration purpose and may defer from the actual prizes.
- The Organiser reserves the right at its sole discretion to suspend, modify, extend, delay or terminate the Contest at any time without prior notice to you.
- Any decisions taken by the Organiser are final and binding on you and the Organiser shall not be obliged to entertain any queries, claims, requests or correspondences after the decision of the Organizer has been made.
- The Organiser shall have the absolute right to disqualify any individual that it determines to be tampering with and/or disrupting the operations of the Contest, and/or to be acting in breach or potential breach of this Contest Terms.
- Any provisions applicable to this Contest which is prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

## **DISCLOSURE**

This Campaign is in no way sponsored, endorsed or administered by, or associated with Meta Networks Inc. and Bytedance Ltd (“Social Networks”). The Organisers expressly excludes any losses, claims, and/or actions arising from any glitch, malfunction, shut down, and/or otherwise use arising specifically from the Social Networks or any platform (whether or not derivative) from the Social Networks.

## **SPECIFIC TERMS & CONDITIONS**

### **(1) LBS X SCAPES 22.2.22 TIKTOK CONTEST**

The LBS X SCAPES TikTok Contest period shall commence from 22 Feb 2022 until 7 March 2022, 11:59pm (“Contest Period). The Organiser reserves the absolute right to extend or vary the Contest Period in its sole discretion. All entries received before and after the LBS X SCAPES TikTok Contest Period shall be invalid and will not be entertained.

### **The Contest Details / Mechanism**

To be eligible in winning the Prizes, you must have;

(1) ‘Follow’-ed LBS Bina Group Facebook (@LBSBinaGroup), Instagram (@lbsbinagroup) and TikTok (@lbsbina) page (“Social Media Handles”),

(2) Taken a minimum of one (1) photo of LBS’s property OR Sales Gallery located at;

1. LBS Bina Group Berhad
2. Kita @ Cybersouth
3. LBS Alam Perdana
4. Emerald Garden 2
5. Laman Bayu Sales Office
6. LBS Sales Gallery @ Bukit Jalil
7. LBS Show Room Bandar Saujana Putra
8. Midhills Sales Gallery
9. LBS SkyLake Residence & D’Island Sales Gallery
10. Prestige Residence Sales Gallery by LBS

OR taken a minimum of one (1) photo from any platforms and/or any social networks that displays and promotes the Organizer’s products and, subsequently to create a TikTok video that consists of the said photo(s) that has a minimum duration of not less than 15 seconds.

(hereinafter known as “Submissions”)

- (3) Any Submissions as stated in item (2) above shall include the Social Media Handles and all the following hashtags #LBSBinaGroup, #LBSContest, #scapeshotelMY, #scapeshotelgentinghighlands. All Submissions shall be performed successfully via the google form hyperlinked below;

([https://docs.google.com/forms/d/1snLkWwUQvjn70jYx9Nt9Ne22YI3xhNYCQg9cap\\_VWfQ/viewform?edit\\_requested=true](https://docs.google.com/forms/d/1snLkWwUQvjn70jYx9Nt9Ne22YI3xhNYCQg9cap_VWfQ/viewform?edit_requested=true)) (“Submission Form”).

**Illustration:**



You are entitled to submit more than one Submission for the Contest. However, you acknowledge and agree that submission of multiple entries of the Submissions will only entitle you to one Prizes under the Contest.

**Prizes**

List of Prizes	Prizes Details
<b>Grand Prize</b>	SCAPES Hotel, Genting Highlands 1. 3D2N for 2 Pax (inclusive breakfast) 2. Dinner Buffet x 2 pax (1 night ONLY)
<b>Consolation Prize</b>	Touch & Go e-Wallet voucher worth RM50 X 4 Grab e-Voucher voucher worth RM20 X 6

The Organizer shall announce the winners of the Contest on 14 March 2022 (“Winner Announcement Date”)

### **Prize Redemption Details**

- (1) To redeem the Prizes, the winner(s) shall share a short video describing that they have won, on either of social media platform i.e. Facebook / Instagram / TikTok and tag [#LBSBinaGroup](#), [#LBSContest](#), [#scapeshotelMY](#), [#scapeshotelgentinghighlands](#).
- (2) The Prizes will be emailed to the winners of the Contest **within 15 working days** from the Winner Announcement Date to the email provided by the winners in the Submission Form.

### **DISQUALIFICATION**

The Organizer reserves the right to disqualify any submissions in the abovementioned terms and conditions in the event that; the submission of any photo(s), screenshot(s) and/or image(s) relevant are blur, unclear, and/or containing inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence or which disparages the Organizer or any other person or entity, or contain trademarked or copyrighted material.