

## MoneyX Pinnacle Homes Campaign Terms and Conditions

Pinnacle Homes Campaign ("Campaign") is jointly organised by Hextech Vision Sdn Bhd (formerly known as Hextar Vision Sdn.Bhd.) (Registration No. 202101032720 (1433020-A) and Solaroo Systems Sdn Bhd , Registration No: 200601000779 (0720526-P), hereinafter referred to as "the Organiser". By participating in this Campaign, each applicant hereby confirms that they have accessed, read and understood the Campaign Terms and Conditions, and expressly agree to be bound by the Campaign Terms and Conditions and the decision of the Organizer in all matters relating to this Campaign which shall be final and binding.

### 1. Campaign Period

This Campaign commences from 17<sup>th</sup> June 2024 and expires on 31<sup>st</sup> December 2024, both dates inclusive ("Campaign Period"). The Organiser reserves the right to reverse or modify the Campaign Period without prior notice or assigning any reason whatsoever, and applications received after the Campaign Period (and any modifications thereto) will not be considered. If the Campaign Period is revised, the number of gifts may be prorated according to the Campaign's revised duration at the Organiser's sole discretion.

### 2. Eligibility

The Campaign is open to applicants who meet all the following criteria ("**Qualified Applicants**"):

- 2.1. Applicants must be at least 21 years old and possess a valid Malaysia Identification Card (MyKad).
- 2.2. Applicants must have successfully completed the **Upload EKYC** in the vault process in the Organiser's mobile application, "MoneyX".
- 2.3. Applicants must have successfully registered their interest for one of the eligible house purchases issued by Pinnacle Homes in MoneyX within the Campaign Period.
- 2.4. Applicants' application for the Eligible house purchase must be approved by Pinnacle Homes within the Campaign Approval Period below:

#### Campaign Approval Period

MoneyX Application Period	Eligible Purchase of house Approval Period
17 <sup>th</sup> June 2024 – 31 <sup>st</sup> December 2024	17 <sup>th</sup> June 2024 – 31 <sup>st</sup> December 2024

### 3. Eligible

Eligible purchase of houses for this Campaign include:

- Residensi Pinnacle Ara Damansara
- Pinnacle SJ

#### 4. Ineligible Applicants

The following categories of applicants are **NOT** eligible to participate in this Campaign:

- 4.1. Customers who have previously purchased or register their interest with Pinnacle Homes or have signed the sale & purchase agreement prior to this campaign are not eligible.
- 4.2. Including but not limited to representatives, associates, vendors, suppliers, intermediaries and/or agents (including advertising and campaign agents) and all other related parties to Pinnacle Homes and their respective immediate family members.
- 4.3. Any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to any house purchases or account(s), any facility, service, or accommodation granted by Pinnacle Homes and all other related parties at any time.

#### 5. Application Submission & Review

- 5.1. Applicants must register their interest for an Eligible house purchase on MoneyX app. The applicant will be notified of its successful registration via email.
- 5.2. Applicants will be subsequently contacted by Pinnacle Homes and must provide true and accurate information and supporting documents required for the application for any Eligible house purchases with Pinnacle Homes within 17<sup>th</sup> June 2024 – 31<sup>st</sup> December 2024 from the date of such request from the representative of Pinnacle Homes. The Organiser shall not be liable and/or responsible for, in any manner, any delayed, incomplete, incorrectly submitted, corrupted application or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
- 5.3. Upon each applicants' successful registration for any house purchase, the applicant will be required to complete the **Uploaded EKYC to the vault** in MoneyX receiving instructions to claim their Campaign gift.
- 5.4. Each application is subject to verification by the Organiser to ensure compliance with the requirements stipulated herein. The Organiser reserves the exclusive right to approve or reject / disqualify applications submitted on MoneyX without assigning a specific reason, and the Organiser shall not, in any way, be liable and/or responsible for such approval or rejection / disqualification.
- 5.5. You acknowledge that system failure or system downtime, access to MoneyX may occasionally be unavailable or limited due to hardware or software failure, overloading of system capacity, damage from natural events or disasters, interruption of power systems, legal or regulatory restrictions as well as other causes outside of the Organiser's control. The Organiser shall not be liable and/or

responsible for, in any manner, any delays, loss and/or damage which may have been incurred as a result of such unavailability.

## 6. Campaign Gift

- 6.1. Each Qualified Applicant shall only be eligible to claim one (1) Campaign gift during the Campaign Period irrespective of the total number of Eligible house purchase successfully registered for.

Category	Campaign Gift	Criteria
House	RM 2,000 cash	Successfully purchase house for Residensi Pinnacle Ara Damansara
House	RM 2,000 cash	Successfully purchase house for Pinnacle SJ

- 6.2. The Organiser reserves the right to vary the Campaign Period at any time and at its sole discretion, with no liability to any applicants, in accordance with Clause 1.

## 7. Campaign Gift Fulfilment

- 7.1. The Qualified Applicants will be notified by MoneyX within 17<sup>th</sup> June 2024 – 31<sup>st</sup> December 2024 from the expiration of the Campaign Period, or such other date as deemed necessary at the Organiser's sole discretion. The Organiser will provide gift claim instructions to the Qualified Applicants via email, or any other applicable mode of communication deemed fit by the Organiser. The Organiser shall not be liable and/or responsible for, in any manner, any non-receipt or delayed notification to the Qualified Applicants.

Criteria to be Fulfilled Within	MoneyX to notify Eligible Winners(s) by
17 <sup>th</sup> June 2024 – 31 <sup>st</sup> December 2024	90 days upon the sale & purchase agreement signed

The Eligible customer(s) will be notified by the Organiser within 90 calendar days upon the signed of sale & purchase agreement, or such other date as deemed necessary at the Organiser's sole discretion. The Organiser will provide gift claim instructions to the Eligible customer(s) via email, or any other applicable mode of communication deemed fit by the Organiser. The Organiser shall not be liable and/or responsible for, in any manner, any non-receipt or delayed notification to the Qualified Applicants.

For steps on how to claim the Campaign gift, please refer to: [moneyx.com.my](http://moneyx.com.my)

- 1.1. The Qualified Applicants shall be solely responsible for completing their gift claims in a timely manner, and to provide accurate and up-to-date details to allow the Organiser to arrange delivery of the Campaign gift. All costs, fees and/or expenses relating to the Campaign and any claims for Campaign gift(s) shall be borne solely by the Qualified Applicants. All risks, loss or damage associated with

the redemption or use of the Campaign gift shall be solely assumed and borne by the Qualified Applicants. The Organiser shall not be liable and/or responsible for, in any manner, the Qualified Applicants' failure to comply with this Clause 7.

- 1.2. Campaign gifts are subject to availability. In the event of unforeseen circumstances, the Organiser reserves the right to substitute any of the Campaign gifts with alternative gifts without notice, at the Organiser's absolute discretion. The Organizer shall not be held liable for any losses, claims, demands, costs, damages and expenses arising from the substitution of the Campaign gifts.
- 1.3. It is the Qualified Applicant's sole responsibility to claim their Campaign gift from the Organiser on or before 31<sup>st</sup> December 2024 or any other period as determined by the Organiser at its sole discretion ("Claim Period"). The Organiser reserves the right not to entertain any claim received outside the Claim Period. Should the Qualified Applicants fail to claim the Campaign gift within the Claim Period, the Organizer reserves the right to forfeit the Campaign gift or award the Campaign gift to another Qualified Applicant.
- 1.4. Campaign gifts cannot be transferred to other parties, are not refundable and not exchangeable for cash, credit, vouchers or other goods, for any reason whatsoever.
- 1.5. The Organiser reserves the right to disqualify any applicant who has failed to comply with any of the Campaign Terms and Conditions and/or who has submitted incomplete or inaccurate data and/or is found or suspected to commit any misconduct, fraudulent or wrongful acts in relation to this Campaign, without prior notice.

## **2. Use of Personal Data**

By participating in this Campaign, each applicant consents to the use of their personal data by the Organiser for the purposes of the administration of this Campaign and any other purposes to which the applicant has consented, such as the Platform Agreement and Privacy Policy published at [moneyx.com.my](https://moneyx.com.my).

## **3. Acceptance of Terms and Conditions**

- 3.1. By participating in this Campaign, each applicant agrees and consents to the use of their names, photos and/or other information provided for current and future publicity purposes at no fees / costs and authorise the disclosure of their personal information to the Organiser's service providers and/or Campaign partners for purposes of this Campaign.
- 3.2. By participating in this Campaign, each applicant agrees to also be bound and subject to any other terms and conditions imposed by the Campaign partners or sponsors, including but not limited to the delivery and claim of the Campaign gifts. The Organiser shall not be liable and/or responsible for, in any manner, any

losses, costs, claims, demands, expenses and liabilities of any nature arising from or relating to the applicant's participation of this Campaign, including the redemption of any Campaign gift(s).

- 3.3. The Organiser reserves the right to cancel, terminate or suspend the Campaign without notice. Any cancellation, termination or suspension of the Campaign by the Organiser shall not entitle any applicant to any claim or compensation against the Organiser for any loss or damage incurred by the applicant as a direct and indirect result of such cancellation, termination or suspension.
- 3.4. The decisions of the Organiser in relation to every aspect of the Campaign, including but not limited to the type of Campaign gift, shall be deemed final and conclusive under any circumstance and no complaint from any applicant will be entertained. The decisions of The Organiser are final, conclusive, and binding and no further appeal, enquiry and/or correspondence will be entertained.
- 3.5. The Organizer reserves the right to modify these Terms and Conditions at any time without any prior notice, and all amendments shall be considered binding on each applicant from the date of such amendment(s). Each applicant hereby agrees that they shall be solely responsible to regularly access and view these Terms and Conditions to ensure they are kept up to date with any modifications hereto. The Organiser shall not be liable and/or responsible for, in any manner, any loss or damage resulting from any such amendment(s).
- 3.6. The Organizer reserves the right to make changes to the Campaign in any manner deemed fit by the Organiser at its sole discretion, in the event of any changes required by law or any rules, regulations, directives, notices and guidelines.
- 3.7. Each applicant shall be liable for and shall indemnify, defend and hold the Organiser harmless against all losses, costs, claims, demands, expenses (including reasonable legal fees) and liabilities of any nature arising from or relating to the applicant's participation in this Campaign, and/or the receipt and use of the Campaign gift, and/or any breach of the applicant of these Terms and Conditions, including any negligent or reckless act, omission or default by the applicant.
- 3.8. If any provision hereunder is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms and Conditions, but without invalidating any of the remaining provisions of these Terms and Conditions. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 3.9. The Organiser shall not be liable and/or responsible for, in any manner, any loss or damage resulting from any delay or failure to perform all or any of its part of these Terms and Conditions due to an event of Force Majeure. An "event of Force Majeure" shall include, without limitation, acts of God, natural disasters,

telecommunications outages, internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, fire, floods, droughts, pandemic, epidemic, government-imposed restrictions and/or lockdowns, explosions and other events of whatever nature beyond the reasonable control of the Organiser.

- 3.10. No failure by the Organiser to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it.
- 3.11. The terms and conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.

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