

PropertyGuru Asia Property Awards General Terms and Conditions

These terms and conditions shall apply to any party participating/contesting in any PropertyGuru Asia Property Awards (and any associated events) organised by PropertyGuru.

1.	<p>Definitions:</p> <p>“PGAPA Contract” collectively means i) this GTC; ii) the Participation Agreement; (iii) the relevant Sales Order; (iv) and any other terms and conditions that PG may specify in writing as applicable to the APA.</p> <p>“Awards” means any award relating to the PGAPA.</p> <p>“Awards Marketing Package” means the marketing package that You agree to purchase upon either (i) being shortlisted in a designated category of the Awards, and/or (ii) being declared a ‘Winner’ in a designated category of the Awards.</p> <p>“Gala Presentation” means PGAPA’s awards ceremony/gala presentation where the relevant Awards will be awarded to the participants. The Gala Presentation may be conducted by way of a physical event, virtually or a hybrid combination of both, at PG’s discretion.</p> <p>“General Terms and Conditions” or “GTC” means the terms and conditions set forth herein.</p> <p>“Intellectual Property of PG” means all intellectual property of PG, including but not limited to service marks; trademarks; know-how; patents; licences; logos; client information; databases; records of actions; sales procedures; sales package structures; Awards Gala Presentation format; Award design and image; ancillary products bearing award design and image or any logos of branding associated with PG; indirect or direct reference to the goodwill of PG, the Awards, the PGAPA, Gala Presentation or any related event including any form of launch party, presentation, “Real Estate Summit”, “Property Awards” or any derivatives thereof. The term “Intellectual Property” shall be interpreted and construed in the widest sense possible.</p> <p>“Country Unique Terms” where relevant/applicable certain country unique terms are stated in the relevant sections of this GTC.</p> <p>“Participation Agreement” means the agreement entered into between You and PG that forms part of the PGAPA Contract.</p> <p>“PropertyGuru Asia Property Awards” or “PGAPA” means any of PropertyGuru’s awards events as specified in Your Participation Agreement which includes the Gala Presentation carried out by PropertyGuru.</p> <p>“PropertyGuru”; “PG”; “Our” or “Us” means PropertyGuru Pte. Ltd.; PropertyGuru International (Malaysia) Sdn. Bhd.; PropertyGuru International (Thailand) Co. Ltd.; PropertyGuru Viet Nam Joint</p>
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	<p>Stock Company and/or its related affiliates/subsidiaries as may specified in Your Participation Agreement, which form part of the corporate interests of or branded as PropertyGuru or any company or entity connected thereto.</p> <p>“Sales Order” means the sales order, sales order agreement, quotation, invoice, email, document or electronic interface which You sign or otherwise indicate Your agreement to purchase the relevant Awards Marketing Package.</p> <p>“Stand-Alone Licensed Logo” means the logo(s) (whether full or square versions, including without limitation, any special digital logos designed for online marketing use) that PG shall release to You following Your receipt of an Award at the Gala Presentation.</p> <p>“You”/ “Your” means Your company and any authorised representative, employee, consultant or any third party in any form of relationship with You or any group company or entity.</p>
2.	<p>Right to amend: We reserve the right to amend these GTC at any time without notice to You, by publishing any amendments to the GTC on Our website at https://www.asiapropertyawards.com/en/terms-conditions/. In the event You object to any amended GTC or other notices on Our website, Your sole option is to terminate the PGAPA Contract by giving Us thirty (30) days’ written notice</p>
3.	<p>Total Price: You shall be invoiced for the Awards Package that you agreed to which includes any discounts or additional benefits in the total price due under the invoice (the “Total Price”) exclusive of any applicable taxes. If You or a project developed by You is awarded an Award in one or more designated categories of the PGAPA, You will be required to pay for the relevant Awards Marketing Package in relation to each of the designated categories that Your company or project is awarded. You shall comply with your payment obligations upon the occurrence of the relevant payment event. Should You fail to make any payment on time pursuant to the PGAP Contract or should You violate the terms of the PGAPA Contract or infringe any rights of PG then in addition to all claims available at law or in equity to PG or any injured parties against You, the Total Price shall revert to the first non-discounted price for the calculation of damages.</p>
4.	<p>Late Payment Interest: In the event that any payment due to Us is received subsequent to its due date, late payment interest shall accrue and be payable thereon before as well as after judgment at the rate of 5% per annum, or such other interest rate as We determine in Our sole direction, calculated a daily basis from the date that payment is due until the date of actual receipt of such payment, including the interest thereto.</p>
5.	<p>Taxes: The amounts stated in this contract exclude any sales, service or equivalent local taxes (VAT, GST etc.) that may be chargeable by law in the relevant jurisdiction. If applicable, these taxes will be added to the invoice amount and are payable by You. The cost and payment of withholding taxes or any other local taxes (if required) are Your responsibility. For the avoidance of doubt, You shall pay to PG the gross amount due pursuant to the PGAPA Contract.</p>

6.	<p>Prohibition on any use of Intellectual Property of PG by “Entrants” or “Nominated Companies”: No rights accrue to any entity by virtue of applying to be part of any PGAPA event to use any Intellectual Property of PG whatsoever.</p>
7.	<p>Irrevocable Agreement to Purchase Awards Marketing Package: By entering as a participant into any PGAPA event, You are deemed to have irrevocably agreed to purchase the applicable Awards Marketing Package at the price and pursuant to the terms set forth in the PGAPA Contract. Any breach of this Section 7 shall be deemed a material breach of the PGAPA Contract and shall entitle PG to terminate this the PGAPA Contract under Section 31 of this GTC and to seek any remedies available through arbitration under Section 33 of this GTC.</p>
8.	<p>Prohibition on Third Party Use of Intellectual Property: Any third-party use of the Intellectual Property of PG is prohibited without the prior written consent of PG and any such use would be further subject to the terms set forth in the PGAPA Contract.</p>
9.	<p>Cancellation of Rights Relating to Intellectual Property: PG reserves the right in its sole discretion to temporarily or permanently suspend, cancel or withdraw any granted rights relating to the use of Intellectual Property of PG if in PG’s opinion any use is a violation of the PGAPA Contract . In the event of any such suspension, cancellation or withdrawal of rights, You shall not have the right to any refund in whole or in part whatsoever. Upon cancellation, Section 31 of this GTC shall apply.</p>
10.	<p>PG An Entity Not a Group: “PropertyGuru” as a group currently comprises multiple separate legal entities. Notwithstanding the foregoing, PG is the company entering into a legal relationship with You pursuant to this GTC. Should PG use staff or resources from any other entity in PG, these actions shall not (i) create any direct legal relationship between You and any company or entity other than PG or (ii) affect or change the legal relationship of the Parties under this GTC.</p>
11.	<p>Stand-Alone Licenced Logo: All intellectual property rights in the Stand-Alone Licensed Logo, the PGAPA logo and all other logos relating to the PGAPA operated and managed by PG are the property of PG. For the avoidance of doubt, the provision of the Stand-Alone Licensed Logo to You is a license and not a sale or transfer of rights in the Stand-Alone Licensed Logo.</p> <p>The Stand-Alone Licensed Logo may only be used by You. PG’s prior written consent (subject to additional conditions, if any) must be obtained in the event that a third-party seeks to use the Stand-Alone Licensed Logo.</p> <p>The Stand-Alone Licenced Logo shall not be altered, amended or modified in any way whatsoever except in relation to size of the entire Stand-Alone Licenced Logo without the express written consent of PG. For the avoidance of doubt, the following express non-exhaustive prohibitions apply:</p> <p>a. You shall not make any alterations or additions to the Stand-Alone Licensed Logo;</p>

	<p>b. You shall not use any other typefaces in conjunction with the Stand-Alone Licenced Logo;</p> <p>c. You shall not combine the Stand-Alone Licensed Logo with illustrations or graphics;</p> <p>d. You shall not combine the Stand-Alone Licensed Logo with any other award logos on online banners and artwork published on PG platforms (including website and print publications); and</p> <p>e. You shall not change of the colour of a part or the whole of the Stand-Alone Licenced Logo.</p> <p>PG reserves the right to suspend or terminate Your display of the Stand-Alone Licensed Logo if such display is in PG's discretion, in breach of the guidelines above and/or damaging to PG or the PropertyGuru Asia Property Awards brand.</p> <p>The licence granted under herein shall terminate (i) on the expiration of the Licence Term; or (ii) upon any earlier date identified by PG in a notice of termination sent to the You. Upon such termination, You shall immediately cease all display of the Stand-Alone Licensed Logo in all Your promotional, marketing and advertising materials.</p> <p>Any breach of this Section 11 shall be deemed a material breach of the PGAPA Contract and shall entitle PG to terminate this PGAPA Contract under Section 31 and to seek any remedies available through arbitration under Section 33 including without limitation for damage to intellectual property and goodwill of PG.</p>
12.	<p>No Endorsements and No Right to Represent Endorsement: You acknowledge that by entering as a participant into any of the PGAPA or being selected as a '<i>Highly Commended</i>' or '<i>Winner</i>' of any Award(s) category(ies); or by being a paying or non-paying sponsor or a 'partner' (the meaning of which is limited to supporter and does not mean 'partnership' in the legal sense) including but not limited to a media 'partner' that no endorsement of Your product or service is provided actually or implicitly by PG or by any part of PG, any property panel member or judge, participant, sponsor, partner, media partner or any third party whatsoever. You are not permitted to represent that You have been endorsed or lead any person to believe You have been endorsed.</p>
13.	<p>Not Liable for Government Actions: PG does not control the issuance of laws, regulations or administration of enforcement orders or similar actions by any government. On such basis, You accept that the risk of any government taking any act which results in a change to the delivery of services or prevents the delivery of services under the PGAPA Contract shall be entirely Your risk and PG shall not be liable for any such consequences arising from such actions.</p>
14.	<p>Strict Limitation on Scope and Meaning of an 'Award': You acknowledge that qualifying for an Award is limited in meaning only to the effect that the judging panel(s) determined You should receive an award based on (i) the information You provided in relation to Your nomination and (ii) the presentation You provided in relation to Your product. Such decision shall not be construed to mean that any representations are being provided in relation to the reliability, security, quality or delivery of any aspect of Your product whatsoever and You are prohibited from representing the same to any third parties.</p>

15.	<p>Limitation of Liability and Indemnity: You accept that PG is not liable to any investors in or purchasers of Your products or business interests and You will ensure that such parties are proactively notified so that no such investors or purchasers are led to believe through inference or silence that any such liabilities exist.</p> <p>You shall indemnify PG against any and all claims brought by any third parties directly or indirectly in connection with, arising out of or under the PGAPA Contract or any or Your activities relating thereto and such indemnity extends to all legal costs and expenses.</p> <p>In no event shall the total liability of PG for any claims under or pursuant to the PGAPA Contract exceed the aggregate fees actually paid by You to PG under the PGAPA Contract. PG shall not be liable for any consequential, indirect or special losses.</p>
16.	<p>You Provide Correct Details: If You have provided personal or billing information to PG at the time of entering into the PGAPA Contract, but subsequently wish to adjust such information, including but not limited to Your address, then the acceptance of such change shall be in the discretion of PG and shall not be an obligation of PG. Any proposal by You to change information on an invoice shall not constitute a right to delay payment of an invoice or to create any condition on payment of an invoice for services already rendered or an invoice that requires advance payment.</p>
17.	<p>You Pay Expenses: The only expenses that PG shall be liable for are the expenses of delivery of the items under this GTC. You shall be responsible for all of Your expenses in connection with the PGAPA Contract or any other matters including but not limited to (i) participation in the nominations, (ii) hosting site visits for judging panel(s) and supervisory board inspections, (iii) emailing and providing information to PG, (iv) travel to and from any venues, (v) any disbursements including food and beverage and accommodation in connection with the PGAPA Contract or any part of the PGAPA. All such expenses shall be Your responsibility and You waive any and all claims of expenses against PG whatsoever.</p>
18.	<p>Your Legal Compliance Responsibilities: You are wholly responsible for Your own legal compliance in participating in the PGAPA or any activity directly or indirectly connected to the PGAPA Contract. You shall not be permitted to use Your own non-compliance or violations of law to excuse You from performance or compliance with the PGAPA Contract.</p>
19.	<p>Anti-Corruption Compliance:</p> <p>You represent and covenant that:</p> <p>a. You have complied with, and You agree that You will continue to comply with, applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and all other applicable laws and regulations prohibiting bribery, corruption, kickbacks, or similar unlawful or unethical conduct applicable to PG and You (together, “Anti-Corruption Laws”).</p>

	<p>b. You have not offered, paid, promised, authorized, accepted, or received, and will not offer, pay, promise, authorize, accept or receive, directly or indirectly, any bribe, kickback, or other improper or illegal payment to or from any person or entity, including any Public Official or government authority, in connection with the PGAPA Contract, PG, or any related agreement or activity.</p> <p>“Public Official” include (i) individuals who hold a governmental position of any kind at any level (i.e. state, local, or national governments, government agencies, public international organisations, etc.), or who exercise a public function or act in an official capacity on behalf of a government; (ii) personnel at a state-owned enterprise or other entity that is owned or controlled by a government; (iii) officers or employees of a political party and candidates for political office; (iv) royal office members; (v) military personnel; and (vi) members of a legislative body.</p> <p>c. You represent and covenant that You have implemented and enforce policies and procedures reasonably designed to prevent You and Your shareholders, directors, officers, employees, and agents from making, offering, promising, or authorizing any bribe, kickback, or other improper or illegal payment, or otherwise violating applicable Anti-Corruption Laws.</p> <p>d. neither You nor any of Your officers or directors has been convicted of violating any Anti-Corruption Laws; been debarred, suspended, or otherwise determined to be ineligible for government procurement programs in any jurisdiction; or been the subject of any actual, suspected, or threatened allegations, investigations, litigation, voluntary or directed disclosures involving any government authority related to compliance with applicable Anti-Corruption Laws.</p> <p>e. except as disclosed in writing to PG, You are not a Public Official or government authority, that none of Your officers, directors, owners, or executives is a Public Official or government authority, and that no Public Official or government authority has a financial interest in the contractual relationship established by the PGAPA Contract.</p> <p>f. You shall promptly notify PG of any investigation by governmental authorities (including without limitation, regulatory agencies) or violations by You of any law or regulation with respect to the Anti-Corruption Laws and any matters relating in any way to the PGAPA Contract or which could potentially impact the continuity of Your performance of the PGAPA Contract.</p> <p>g. You are not (a) identified on, or owned or controlled by or acting on behalf of an entity identified on, any Canadian, United States of America, United Kingdom, European Union, Singaporean or other applicable sanctioned or prohibited party list and (b) located or resident in a country or territory that is or becomes subject to an embargo by Canada, the United States of America, the United Kingdom, the European Union, Singapore or other applicable jurisdictions.</p> <p>Any breach of this Section 19 shall be deemed a material breach of the PGAPA Contract and shall entitle PG to terminate the PGAPA Contract under Section 31 and to seek any remedies available through arbitration under Section 33.</p>
20.	<p>No Correspondence on PGAPA: PG and the PropertyGuru Group of Companies are not obliged to enter into any correspondence with You whatsoever in relation to the PGAPA other than through the issuance of official public statements. You shall not attempt to communicate with PG or the PropertyGuru Group of Companies in relation to the PGAPA, the process of selection of</p>

	<p>nominations, nomination, the judging process, the supervisory process, the format of the Awards Gala Presentation, launch promotions, Asia Real Estate Summit or other events of PG, marketing and promotions by PG or any of the PropertyGuru Group of Companies or any aspect of the PGAPA Contract other than the specific obligations of PG hereunder. PG and any of its staff or representatives do not have any obligation to correspond or communicate with You beyond simple administration procedures of the PGAPA Contract.</p>
21.	<p>Personal Data: You acknowledge and agree that We may collect, use, process and disclose Your personal data for the purposes for which it was collected as set forth in Our Privacy Policy, available at https://www.propertygurugroup.com/terms-and-conditions/. We reserve the right to update or modify Our Privacy Policy at any time without prior notice.</p>
22.	<p>Suspension, Withdrawal and/or Cancellation of an Award: In the event that any matter is brought to the attention of PG, which in PG's opinion <i>may, directly or indirectly</i>, cause damage to the reputation and goodwill of the PGAPA or any aspect of the business of PG, including but not limited to:</p> <ul style="list-style-type: none"> (i) any indication that Your project will not be completed or has been materially delayed beyond contractual delivery dates; (ii) any public disclosure of any lawsuit or claims against You or Your project whether or not such lawsuit has been concluded (although PG may elect to suspend Your rights pending outcome in PG's discretion); or (iii) any matter which would invalidate or vary any aspect of Your nomination or application or retention of an Award; <p>PG shall have the right in its sole discretion, to suspend, withdraw or cancel any Award which You may have won at PGAPA and terminate the PGAPA Contract.</p>
23.	<p>Independence of Supervisor of PGAPA: Any appointed supervisor of the PGAPA is wholly independent of PG and You agree to and accept any and all supervisory activities undertaken by the individual and waive all rights to claim against any appointed supervisor or PG except in relation to fraud or gross negligence.</p>
24.	<p>English as the Principal Language of the PGAPA: All principal documents and communications of the PGAPA shall be in English. Should PG elect to use any other language, then the standard of any translations shall be limited to that of an ordinary reasonable translator and PG shall not be liable for any errors of translation and You waive all claims against PG with respect to any such errors of translation. If You wish for any document to be translated for Your own benefit, then You may engage Your own translator, provided You do not infringe the rights of PG or any of the PropertyGuru Group of Companies with respect to the translation of such document. There shall be no obligation to communicate with You other than in English.</p>

25.	Conflict of Interest Policy: PG uses reasonable commercial efforts to avoid conflicts of interest in business dealings. PG, however, shall not be responsible if any conflict of interest, which arises in relation to any matter involving the PGAPA. You shall be responsible for notifying PG of any issue which You consider to be a conflict of interest and PG shall then determine in its sole discretion whether it considers such issue to be a conflict of interest. If PG determines that a conflict of interest exists, such a determination shall not excuse You from performance and obligations under the PGAPA Contract.
26.	Your Responsibility for Your Product Information and Presentation: As part of the PGAPA Contract, You may be required to create or supply documents or materials which could include but not be limited to images, content and descriptions (“ Commercial Documents ”). PG shall not be responsible for the contents of any Commercial Documents including use of the same for full page advertisements in any magazines, video or other media footage, listings, links or any other form of presentation whatsoever. You are wholly liable for the accuracy and truth of any Commercial Documents and their contents and agree to indemnify PG against any claims relating thereto.
27.	PG’s IP; Value and Protection: The Intellectual Property of PG is either registered, unregistered, existing by actual protection measures or by implication under law. Whether or not any Intellectual Property of PG is registered, You are completely prohibited from infringing, in any way whatsoever, any such rights, including but not limited to by passing off; plagiarism or any form of unauthorised temporary use or modification or duplication of any Intellectual Property of PG. Any breach of this Section 27 shall be deemed a material breach of the PGAPA Contract and shall entitle PG to terminate the PGAPA Contract under Section 31 and to seek any remedies available through arbitration under Section 33.
28.	Disclaimer of Agents and Agency: PG will engage with agents, representatives, third-party service providers and contractors, brokers and intermediaries (“ Agents ”) from time to time in relation to the PGAPA or other aspects of business. During such time, if such Agents are dealing with You then You accept that the activities of Agents are not within the control of PG and PG does not accept any liability for the following non-exhaustive list: the manner in which Agents conduct themselves, their ethical values, the truth or accuracy of their representations, their approach to the preservation of confidentiality and privacy, whether or not their allegiance or duties are properly managed or held intact or owed to the correct parties; whether or not they are accepting remuneration; commissions or benefits in kind from one or multiple parties and whether or not their motives and actions are in Your best interests. By dealing with Agents, or being referred business from Agents, PG is not endorsing any Agents or their actions or omissions, and the acceptance of any business from an Agent shall not represent or imply any commitment or duty owed by PG to an Agent. In the event that any Agent acts unprofessionally and causes damage or harm to PG, then PG reserves the right to refuse to deal with such Agent and shall revert to You to deal with such Agent directly or prohibit such dealing entirely.
29.	Professional Misconduct; Unreasonable or Unethical or Abusive Behaviour by Third Parties: From time to time third parties may engage in unbecoming conduct which may be unacceptable conduct by domestic or international standards of professional conduct, ethics, behavioural norms

	<p>in the context of business or be abusive, insulting, demeaning, derogatory, divisive or of ill intent (“Unacceptable Behaviour”). In such circumstances, PG will make all reasonable efforts to preserve Your interests under the PGAPA Contract but will not subject any of PG’s partners, employees or representatives to any Unacceptable Behaviour and will not accept any instructions, acts or omissions on Your part which consist of Unacceptable Behaviour. PG shall bring to Your attention any Unacceptable Behaviour by any of Your directors, officers, partners or employees. In the event of a disagreement between You and PG with respect to whether any actions or behaviour constitute Unacceptable Behaviour, the opinion of PG shall prevail. In the event You refuse to take action, PG may intervene and prevent any Unacceptable Behaviour, terminate the PGAPA Contract (in which case You forfeit all payments made to the date of termination), refuse to deal with the relevant third parties, or elect to report the third party to a relevant supervisory function either within their own organisation or any regulatory or domestic Government agency, or any international supervisory or regulatory function relating to such third parties (“Supervisory Body”). If PG needs to release any information to a Supervisory Body in connection with any Unacceptable Behaviour under the PGAPA Contract, then You consent to the release of such information.</p>
30.	<p>Non-Acceptance of Racism; or Discriminatory Behaviour based on Race; Religion; Gender; Orientation or any other social prejudice: Whilst PG recognizes that every person is free to hold their own social, religious, non-religious, political and personal views, PG will not permit any views which may demean, cause offence or upset or are derogatory or designed to provoke discomfort to be communicated to any member of PG’s team. Such policy shall be implemented with the necessary degree of realism relating to the actual real world and circumstances of operation; the jurisdiction and balanced with the necessary degree of objectivity to differentiate between unintentional innocent mistake and any negligent, willful or careless harm. For the avoidance of doubt, You should reserve Your opinions on race, religion, gender, orientation or similar. This term and restriction extends to general derogatory remarks on a country, its population, its electorate, its leaders, its religious constitution, any monarchist rule, or to a segment of any society, country, race, religion or group. In the event that any member of PG engages in any such activity, You will immediately inform a director of PG of such activity for PG to investigate.</p>
31.	<p>Termination Provisions: PG shall have the right to terminate the PGAPA Contract at any time by giving notice in writing to You if You commit any material breach of the terms of the PGAPA Contract.</p> <p>PG shall be entitled to seek any remedy available through arbitration pursuant to Section 33 for any threatened or actual breach of the PGAPA Contract, with such remedies being cumulative in nature.</p>
32.	<p>Governing Law: Where the applicable PG entity is PropertyGuru Pte. Ltd., the PGAPA Contract shall be governed and construed in accordance with the laws of Singapore without regard to conflict of law principles.</p> <p>Country Unique Term – Malaysia: Where the applicable PG entity is PropertyGuru International (Malaysia) Sdn. Bhd., the PGAPA Contract shall be governed and construed in accordance with</p>

	<p>laws of Malaysia without regard to conflict of law principles.</p> <p>Country Unique Term – Thailand: Where the applicable PG entity is PropertyGuru International (Thailand) Co. Ltd., the PGAPA Contract shall be governed and construed in accordance with laws of the Kingdom of Thailand without regard to conflict of law principles.</p> <p>Country Unique Term – Vietnam: Where the applicable PG entity is PropertyGuru Viet Nam Joint Stock Company, the PGAPA Contract shall be governed and construed in accordance with the laws of Vietnam without regard to conflict of law principles.</p>
33.	<p>Arbitration: Where the applicable PG entity is PropertyGuru Pte. Ltd., in the event of any dispute arising out of or in connection with the PGAPA Contract, including any question regarding its existence, validity, performance or termination shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 33. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one arbitrator. The parties shall use fast track procedures wherever possible in order to determine their dispute. The language of the arbitration shall be English.</p> <p>Country Unique Term – Malaysia: Where the applicable PG entity is PropertyGuru International (Malaysia) Sdn. Bhd., in the event of any dispute arising out of or in connection with the PGAPA Contract, including any question regarding its existence, validity, performance or termination shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre in accordance with the Arbitration Rules of the Asian International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 33. The seat of the arbitration shall be Malaysia. The arbitral tribunal shall consist of one arbitrator. The parties shall use fast track procedures wherever possible in order to determine their dispute. The language of the arbitration shall be English.</p> <p>Country Unique Term – Thailand: Where the applicable PG entity is PropertyGuru International (Thailand) Co. Ltd., in the event of any dispute arising out of or in connection with the PGAPA Contract, including any question regarding its existence, validity, performance or termination shall be referred to and finally resolved by arbitration administered by the International Chamber of Commerce in accordance with the Rules of Arbitration of the International Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this Section 33. The seat of the arbitration shall be Thailand. The arbitral tribunal shall consist of one arbitrator. The parties shall use fast track procedures wherever possible in order to determine their dispute. The language of the arbitration shall be English.</p> <p>Country Unique Term – Vietnam: Where the applicable PG entity is PropertyGuru Viet Nam Joint Stock Company, in the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration administered by the Vietnam International Arbitration Centre in accordance with the Arbitration Rules of the Vietnam International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 33. The seat of the arbitration shall be Vietnam. The Tribunal shall consist of one arbitrator. The parties shall use fast track procedures wherever possible in order to determine their dispute. The</p>

	language of the arbitration shall be Vietnamese.
34.	<p>Miscellaneous:</p> <p>a) No failure, delay or omission by Us or You in exercising any right, power or remedy provided by law or under the PGAPA Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under the PGAPA Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.</p> <p>b) You may not assign or transfer any rights arising out of the PGAPA Contract without the prior written consent of PG.</p> <p>c) If there is any inconsistency or ambiguity between any terms or conditions of PGAPA Contract, the terms and conditions shall prevail in the order set forth below:</p> <p>i) this GTC;</p> <p>ii) the relevant Participation Agreement;</p> <p>iii) the relevant Sales Order; and</p> <p>iv) and any other terms and conditions that PG may specify in writing as applicable to the APA.</p> <p>d) If any provision of this PGAPA Contract or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of the PGAPA Contract.</p> <p>e) All notices from You to PG regarding the PGAPA Contract shall be sent via email to (awards@propertyguru.com) (copying legal@propertyguru.com). We will send notices and other communications to You at the email address You have provided to Us. It is Your sole responsibility to ensure that You provide Us with Your current contact email address. Communications delivered by email shall be effective when actually received by the recipient in readable form.</p>