

Membership e-Card : Terms and Conditions

The issuance and the use of PRIME Membership e-Card of the PRIME Loyalty Programme are at all times subject to the following terms and conditions:

Definition:

“Extension of PRIME Member Discount” means a discount as may be determined by SDP at its absolute discretion on the net purchase price given by SDP to the PRIME Member Immediate Family Members (as defined below) on their purchase of the selected SDP Property(ies) (purchase directly from SDP or its subsidiaries) and subject to the terms and conditions as imposed herein or as may be imposed by SDP from time to time.

“Introducer’s Reward” is a reward given to the PRIME Member (save and except the employees in the Marketing and Sales Department and the Sales Teams which includes the Sales Executives, the Sales Administrations and the Sales Managers of SDP or its subsidiaries) who has introduced other person(s) or company(ies) (excluding a PRIME Member(s), staffs of SDP or its subsidiaries, staffs of SDP Legacy Companies or its subsidiaries) to purchase the selected SDP Property(ies) subject to such terms and conditions as may be determined by SDP.

“Participating Merchants” means the merchants, suppliers, vendors, or establishments participating in the PRIME Loyalty Programme from time to time and at any time.

“PRIME Loyalty Programme” means the programme drawn up with benefits and privileges promoted by SDP and at participating outlets for PRIME Member(s)’ enjoyment from time to time and at any time.

“PRIME Membership e-Card” means the physical and/or e-card produced by SDP under the PRIME Loyalty Programme.

“PRIME Member Discount” means the discount as may be determined by SDP at its absolute discretion on the net purchase price given by SDP to the PRIME Members on the subsequent purchase of the selected SDP Property(ies) (purchase directly from SDP or its subsidiaries) and subject to the terms and conditions as imposed herein or as may be imposed by SDP from time to time.

“PRIME Member Immediate Family Members” means spouse(s), siblings (brothers, sisters including legally adopted siblings), children (sons, daughters including legally adopted children) and parents of the PRIME Member.

“PRIME Member(s)” means persons or corporations having a valid physical and/or e-PRIME Membership e-Card.

“SDP” means Sime Darby Property Berhad (Registration No: 197301002148 (15631-P), a company incorporated in Malaysia and having its office at Level 10, Block G, No. 2, Jalan PJU 1A/7A, Ara Damansara, PJU 1A, 47301 Petaling Jaya, Selangor Darul Ehsan.

“SDP Property(ies)” means any property(ies) developed or to be developed or managed by SDP or any of its subsidiaries or land(s) owned by or belong to SDP or any of its subsidiaries which is/are being purchased directly from SDP or any of its subsidiaries. For the avoidance of doubt, for the purpose of these Terms and Conditions, SDP Property(ies) exclude (i) any property(ies) developed or to be developed by SDP or its subsidiaries under

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its/their joint venture company with other company and (ii) any land(s) owned by or belong to SDP or its subsidiaries under its/their joint venture company with other company.

"SPA" means the sale and purchase agreement between SDP or any of its subsidiaries and the purchasers in respect of SDP Property(ies).

"Staff Purchase Discount" means discount given to eligible staff(s) of SDP, or its subsidiaries or staff(s) of SDP Legacy Companies or its subsidiaries subject to such terms and conditions as may be determined by SDP.

PRIME

1. PRIME Membership

- The PRIME Membership e-Card is given to a purchaser free of charge after the executed SPA for the first purchase of the SDP Property(ies) has been stamped and the purchaser has settled no less than 10% of the purchase price for the first purchase of the SDP Property(ies).
- The benefits and privileges of the PRIME Membership e-Card shall remain with the first owner of the SDP Property(ies) even after the SDP Property(ies) has been sold, assigned, transferred or disposed to another party. For the avoidance of any doubt, the subsequent purchaser, the subsequent owner, the assignee, the transferee of the SDP Property(ies) shall not be entitled to the benefits and privileges under the PRIME Loyalty Programme unless such subsequent purchaser, subsequent owner assignee or transferee becomes a PRIME Member and subsequently purchases the selected SDP Property(ies) directly from SDP or its subsidiaries.
- The categories of the PRIME Membership e-Card are as listed below. The category of the PRIME Membership e-Card is determined by the accumulated value of the SDP Property(ies) purchased by the PRIME Members and the rate of discount on the subsequent purchase of the selected SDP Property(ies) are as follows:

Category	Total accumulated value of the SDP Property(ies)	Rate of Discount on Subsequent purchase of Selected SDP Property(ies)
Privilege	RM600,000 and below	1.5%
Silver	RM600,001 to RM2,000,000	2.0%
Gold	RM2,000,001 to RM5,000,000	2.5%
Platinum	RM5,000,001 and above	3.0%

Note: The rate of discount stipulated above may be subject to a variation as and when necessary at the absolute discretion of SDP without prior notification to the PRIME Member.

- The PRIME Membership e-Card shall be upgraded to the next category from time to time based on the accumulated value of the SDP Property(ies) purchased by the PRIME Member after the executed SPA has been stamped and purchaser has settled no less than 10% of the purchase price for the subsequent purchase of the selected SDP Property(ies).
- The PRIME Membership e-Card is NOT a point accumulation card. It is a privilege card which allows the PRIME Members to enjoy the privileges at the Participating Merchants, the PRIME Member Discount, Extension of PRIME Member Discount and/or the Introducer's Reward as provided herein.
- It does not allow the PRIME Members to accumulate points for gift exchange or other purpose than as mentioned above.
- The PRIME Membership e-Card is NOT to be treated as a credit card, debit card, charge card or other card of similar nature. It cannot be used to obtain cash or to exchange for cash or other products or services other than the Introducer's Reward.

1. PRIME Membership

- All PRIME Membership e-Cards are non-transferable and non-assignable and for the exclusive use of the PRIME Members only.
- For the avoidance of doubt, in the case of joint purchasers, all joint purchasers are entitled to the PRIME Membership e-Card. In the case of corporate purchaser(s), the corporate purchaser is entitled to receive the PRIME Membership e-Card under its company name and to nominate two (2) persons who are also the authorised signatories of the SPA on the part of the corporate purchaser to receive the PRIME Membership e-Card. The category of PRIME Membership Card in the case of joint purchasers, corporate purchaser and/or its nominees will be determined by SDP at its absolute discretion.
- For the avoidance of doubt, in the case of corporate purchaser PRIME Member, the benefits and privileges under the PRIME Loyalty Programme are non-transferable and non-assignable to any other party including to its associated companies and the subsequent purchasers (under any guise or pretext whatsoever) save and except to the appointed nominee(s) as referred to above and such benefits and privileges under the PRIME Loyalty Programme are for the exclusive use of the corporate purchaser PRIME Member and the appointed nominee(s) only as long as the the appointed nominee(s) is/are still with the corporate purchaser PRIME Member. For example, if Company X purchases SDP Property(ies) and Mr A is the authorized signatory of Company X to sign the SPA, both Company X and Mr A are able to enjoy the benefits and privileges under the PRIME Loyalty Programme. Subsequently, if Company Y (whether or not associated to Company X) purchases the SDP Property(ies) where Mr A is also the authorized signatory of Company Y to sign the SPA, Company Y cannot enjoy the PRIME Loyalty Programme benefits and privileges accorded to Company X. Further, if Mr A is no longer with Company X, Mr A shall not be entitled to enjoy the PRIME Loyalty Programme benefits on his/her next purchase of SDP Property(ies).
- For the avoidance of doubt, in the case of an individual PRIME Member, he or she is not entitled to use the benefits and privileges under the PRIME Loyalty Programms if such individual PRIME Member subsequently purchases SDP Property(ies) under a company name.
- For the avoidance of doubt, in the case of a staff of SDP (inclusive of its subsidiaries) and a staff of SDP Legacy Companies (inclusive of its subsidiaries) purchases SDP Property(ies), he or she can only enjoy either the Staff Purchase Discount or PRIME Member Discount and not both.

2. Property Related Privileges – by SDP

- The PRIME Member Discount is subject to the following conditions:-
 - (i) the availability of PRIME Member Discount quota and selected SDP Property(ies) as may be determined by SDP at its absolute discretion and the decision of SDP shall be final and conclusive and binding on all parties concerned. For the avoidance of doubt, the PRIME Member Discount is **NOT APPLICABLE** for the purchase of the following SDP Property(ies):-
 - a) any residential units(s) which is purchased through a sub-sale and/or secondary sales transaction;
 - b) any property(ies) developed or to be developed by SDP or its subsidiaries under its/their joint venture company with other company;
 - c) any land(s) owned by or belong to SDP or its subsidiaries under its/their joint venture company with other company;
 - d) statutory housing or residential properties which are subject to government price control; and
 - e) Rumah Selangorku (RSKU) or any other residential properties which are of similar category
 - (ii) the rate of discount shall be applied on the subsequent purchase of selected SDP Property after the SPA of the previous purchase(s) of selected SDP Property(ies) has/have been stamped and the purchaser has settled no less than 10% of the purchase price in respect of the said previous purchase(s) of selected SDP Property(ies) and subject however that the SPA for the subsequent purchase must be dated after the SPA for the previous purchase(s) of selected SDP Property(ies) has/have been stamped;
 - (iii) the PRIME Member is named as a purchaser in the SPA for the subsequent purchase of the selected SDP Property(ies) (purchase directly from SDP or its subsidiaries);
 - (iv) SDP may from time to time review or vary the PRIME Member Discount without prior notice to the PRIME Member;
 - (v) SDP may at its absolute discretion withdraw the PRIME Member Discount from a PRIME Member if the PRIME Member withdraws or cancels his/her/its name in the SPA or nominate a third party in his/her/its place in the SPA prior to payment of full purchase price;
 - (vi) a staff of SDP (or its subsidiaries) or staff of SDP Legacy Companies (or its subsidiaries) who is also a PRIME Member can only enjoy either Staff Purchase Discount or PRIME Member Discount on his/her purchase of the selected SDP Property(ies) (and not both) at one particular time;
 - (vii) the method of calculation of the PRIME Member Discount is at the sole discretion of SDP and it is treated as final and conclusive.

2. Property Related Privileges – by SDP

- The Extension of PRIME Member Discount is subject to the following conditions:-
 - (i) the availability of PRIME Member Discount quota and selected SDP Property(ies) as may be determined by SDP at its absolute discretion and the decision of SDP shall be final and conclusive and binding on all parties concerned;
 - (ii) the Extension of PRIME Member Discount cannot be compounded on the same unit. If two (2) eligible family members purchase a same unit which is under the selected SDP Property(ies), only one (1) of them can utilise the Extension of PRIME Member Discount;
 - (iii) the PRIME Member Immediate Family Member is named as a purchaser in the SPA for his/her purchase of the selected SDP Property(ies) (purchase directly from SDP or its subsidiaries);
 - (iv) SDP may from time to time review or vary the Extension of PRIME Member Discount without prior notice;
 - (v) SDP may at its absolute discretion withdraw the Extension of PRIME Member Discount from the PRIME Member Immediate Family Member, if the PRIME Member Immediate Family Member withdraws or cancels his/her name in the SPA or nominate a third party in his/her place in the SPA prior to payment of full purchase price;
 - (vi) for avoidance of doubt, the immediate family members of the PRIME member can purchase and utilise the Extension of PRIME Member Discount only after the SPA in respect of the PRIME Member's first purchase(s) of the selected SDP Property(ies) has/have been stamped and the PRIME Member has settled no less than 10% of the purchase price in respect of the first purchase(s) of the selected SDP Property(ies);
 - (vii) the PRIME Member Immediate Family Members must not be an existing PRIME Member or staff of SDP (or its subsidiaries) or staff of SDP Legacy Companies (or its subsidiaries);
 - (viii) for avoidance of doubt, at any time only one (1) PRIME Member Discount or one (1) Extension of PRIME Member Discount or staff discount can be utilised on each purchase of the selected SDP Property(ies);
 - (ix) in the event where a PRIME Member is a joint purchaser with the non-PRIME Member who is entitled to the Extension of PRIME Member Discount, such joint purchasers are only entitled to either the PRIME Member Discount or Extension of PRIME Member Discount (and not both); and
 - (x) the method of calculation of the Extension of PRIME Member Discount is at the sole discretion of SDP and it is treated as final and conclusive.

2. Property Related Privileges – by SDP

- The PRIME Member Immediate Family Members, will enjoy the following discounts :-
 - PRIME Member Immediate Family Members will enjoy 1.5% discount on the net purchase price on their purchase of the selected SDP Property(ies) (purchase directly from SDP or its subsidiaries) with effect from 1 February 2019.
 - SDP reserves the right to request for the relevant documents for verification purposes on the relationship.
- The Introducer's Reward on net purchase price is only given to the PRIME Members (save and except the employees in the Marketing and Sales Department and the Sales Teams which includes the Sales Executives, the Sales Administrations and the Sales Managers of SDP or its subsidiaries) during such promotion period determined by SDP on the selected SDP project(s) and subject to such terms and conditions as may be determined by SDP during such promotion period. In order to enjoy the Introducer's Reward, the eligible PRIME Member must register himself/herself together with his/her referred customer's details in the SDP Mobile Application at least one (1) day prior to his/her referred customer purchases the selected SDP Property(ies). SDP shall not be liable to pay the Introducer's Reward to any eligible PRIME Member who fails to comply with the requirements and the procedures as may be imposed by SDP.
- The Introducer's Reward will be paid to the eligible PRIME Members provided that:-
 - (i) the referred customer should have first executed the SPA;
 - (ii) the 10% of the purchase price has been settled in full by the referred customer;
 - (iii) the first release of the loan sum by the referred customer's financier or if the referred customer is a cash purchaser, he/she should have paid:-
 - (a) at least 20% of the purchase price for SDP Property(ies) under construction;
 - or
 - (b) full payment of the purchase price for SDP Property(ies) which has/have been completed.
- SDP may from time to time and at any time review, vary and or withdraw the Introducer's Reward without prior notice.
- The Introducer's Reward is only applicable for introduction of a purchaser (excluding a PRIME Member(s), staffs of SDP or its subsidiaries, staffs of SDP Legacy Companies or its subsidiaries) as a referred customer.
- SDP reserves its right to cancel, suspend, terminate or otherwise change the PRIME Member Discount and/or Extension of PRIME Member Discount and/or the Introducer's Reward without assigning any reasons and without any prior notification and SDP shall not be held responsible nor liable for the same.
- Upon such cancellation, suspension, termination or changes, SDP shall be under no obligation to extend the benefits to the PRIME Members and the PRIME Member Immediate Family Members.

3. Discount Benefits – by Participating Merchants

- In order to enjoy the discount benefits from the Participating Merchants, the PRIME Member must show proof of his/her PRIME Membership e-Card to the Participating outlets before every transaction. The discount benefits are only applicable to current transactions and not to any previous or back-dated transactions.
- Special discounts by the Participating Merchants may be subject to such restrictions, exclusions, terms and conditions as may be prescribed by the Participating Merchants and/or SDP from time to time and at any time at their sole and absolute discretion.
- The Participating Merchants may at their sole and absolute discretion cancel, suspend, terminate, reduce or otherwise change the discount benefits and may at their absolute discretion refuse the discount benefits by the PRIME Members on sales or promotional items or when the PRIME Membership e-Card is presented together with any other on-going privilege or discount related vouchers and/or cards.
- SDP shall not be liable to the PRIME Members for any losses, damages, claims and liabilities in any manner whatsoever for any good and/or service purchased by PRIME Members from any of the Participating Merchants whether or not such goods and/or services are purchased by the PRIME Members with or without obtaining discount through use of the PRIME Membership e-Card. In this respect, SDP gives no warranty in respect of the quality of goods and/or services purchased from or rendered by the Participating Merchants or their suitability for any purpose. Any dispute concerning goods purchased and/or rendered by the Participating Merchants shall be resolved directly between the PRIME Member and the Participating Merchants involved. SDP shall bear no responsibility for resolving such disputes or for the dispute itself.
- The PRIME Loyalty Program signage displayed on the Participating outlets shall not be taken as a representation and warranty by SDP that all goods and services available at the Participating Merchants' outlet shall be subject to discount benefits.
- Unless otherwise specified, discounts are generally not applicable to government tax, service charges and other miscellaneous charges that are not included in the price of the goods or services purchased.

4. General

- The PRIME Members must show proof of their PRIME Membership e-Card before they proceed with sale and purchase transaction in order to enjoy the benefits under the PRIME Loyalty Programme.
- SDP gives no representation or warranties or endorsements for the goods or services shown in the PRIME publications or SDP's website.
- Unless otherwise specified, benefits under the PRIME Loyalty Programme are not valid for use with other ongoing promotions and discounts of the selected SDP Property(ies) and the respective Participating Merchants.
- SDP reserves the right to withdraw, substitute, revise, suspend and/or terminate the PRIME Loyalty Programme or any of the benefits under the PRIME Loyalty Programme at any time without prior notice to PRIME Members and without assigning any reasons. In such a case, SDP shall not be liable to compensate the PRIME Members and/or the PRIME Member Immediate Family Members for any claims, losses, damages and liabilities whatsoever and howsoever.
- PRIME Member(s) acceptance of the PRIME Membership e-Card shall be taken, read and construed as the PRIME Member(s) agreeing to SDP or any of its affiliates including its / their agents collecting, disclosing, using and processing all information gathered from or under the PRIME Loyalty Programme namely, the PRIME Member(s)' name, address, date of birth, gender and contact details for purposes of receiving marketing and promotional brochures, letters and other documents from time to time and at any time.
- PRIME Members must notify SDP or any its affiliates including its /agents of any updates to their data namely, change of addresses or any other contact information to enable SDP or any its affiliates including its / their agents to update their records accordingly.
- In case of any dispute relating to the property related privileges under the PRIME Loyalty Programme, the decision of SDP shall be final and conclusive and binding on all parties concerned.
- SDP is not liable for any claims, losses or damages suffered by the PRIME Member(s) and/or the PRIME Member Immediate Family Members due to any of the following reasons:-
 - any unauthorized use of the PRIME Membership e-Card;
 - any failure of a PRIME Members and/or the PRIME Member Immediate Family Members to notify the Participating Merchants that a transaction is under a PRIME Loyalty Programme;
 - any benefits not being available for any reason; and
 - any changes or any failure on SDP's part to give prior notification of any changes namely, the withdrawal, substitution, revision, suspension and/or termination of these Terms and Conditions, the PRIME Loyalty Programme, the Participating Merchants and PRIME publication.

4. General

- SDP shall not be liable or responsible for any taxation imposed by the relevant authorities in respect of to the PRIME discount benefits. The PRIME Members and/or the PRIME Member Immediate Family Members shall be solely responsible to pay any form of taxation (whether wholly, partially or progressively imposed by the relevant authorities).
- For avoidance of any doubt, SDP reserves the absolute right to add, delete, revise or amend these Terms and Conditions at any time and from time to time without prior notice to PRIME Members. SDP's right shall be final and conclusive and binding on all parties concerned.