

REFER & REWARD 2024 TERMS AND CONDITIONS

The terms and conditions stated herein below shall govern the Refer & Reward campaign organised by the Organiser (“**Terms and Conditions**”). By participating in Refer & Reward (herein defined), the Referrer shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Refer & Reward including any amendments or variations to it and unequivocally accept the same in their entirety.

1. Organiser

*S P Setia

2. Name of the Campaign

Refer & Reward 2024 Campaign

3. Campaign Period

15 November 2024 – 31 December 2024

4. Eligibility Criteria

4.1 Eligible Referrers (“**Referrers**”) of the Refer & Reward shall refer to the following:

- 4.1.1 Existing purchasers of S P Setia (“**Citizen Setia**”); and
- 4.1.2 General public, Malaysians or Permanent Residents of Malaysia, or Malaysians aged Eighteen (18) and above (“**Public**”)

For avoidance of doubt, the terms and conditions of Citizen Setia Rewards (“**CSR**”) which are available online at <https://spsetia.com/en-us/others/citizen-setia/key-benefits/cs-rewards> remain applicable on Citizen Setia and if there is any inconsistencies between the provisions of these Terms and Conditions and CSR on matters in respect of the Refer & Reward Campaign, the provisions of these Terms and Conditions shall prevail.

4.2 The following category of persons are NOT eligible to participate in the Refer & Reward campaign: -

- 4.2.1 employees of the Organiser or S P Setia Group’s subsidiaries or related companies (“**S P Setia Group**”) and employed on a part-time, fulltime, permanent or contractual basis including their immediate family members (i.e. spouses, children, parents, brothers and sisters of such employees).
- 4.2.2 employees of the Organiser and / or S P Setia Group who have tendered their resignation or retired at any time during the Refer & Reward Campaign Period (herein defined) including their immediate family members (i.e. spouses, children, brothers and sisters of such employees).
- 4.2.3 representatives and / or agents of the Organiser including the relevant advertising and promotion agencies and vendors who are directly involved with the Refer & Reward Campaign and their immediate family members (i.e. spouses, children, parents, brothers and sisters).

5. General Rules

6.1 By agreeing to participate in the Refer & Reward Campaign, Referrer agrees to abide by these Terms and Conditions, procedure and mechanism of the Refer & Reward Campaign and all decisions made or determined by the Organiser are final and binding on all matters pertaining to the Refer & Reward Campaign. Non-compliance of any of these Term and

Conditions, the procedure and mechanism may result in disqualification.

- 6.2 The Referrers shall not be permitted to transfer or assign any rights or sub-contract any of the obligations herein to another person. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 6.3 All materials uploaded and shared for the purpose of this Refer & Reward Campaign must be originally created by and belong to the Referrers. For the Refer & Reward Campaign, Referrers are not allowed to use, upload and share any materials, visual and / or copyright work that belongs to other party, online or offline.
- 6.4 Referrers further grant the Organiser license to display, retain and modify all materials, visual and / or work submitted to the Organiser for the purpose of advertisement and promotion in any other media platforms.
- 6.5 The Referrer agrees, if so required by the Organiser, to make himself/herself available for the production, recording and publicity of the Refer & Reward Campaign during such time and production schedule as may be notified by the Organiser:-
 - 6.5.1 Interview (which shall be recorded); and/or
 - 6.5.2 Taking of still photos, audio and/or visual recording for promotions and publicity use.(hereinafter collectively referred to as "**Recording**")
- 6.6 The Referrers agree and consent that the Organiser shall have the right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.
- 6.7 The Referrers agree and consent that their participation in the Refer & Reward Campaign and/or Recording does not entitle them to wages, salary or any other compensation.
- 6.8 By participating in the Refer & Reward Campaign, the Referrer shall indefinitely release, discharge and hold harmless the Organiser, its subsidiaries, affiliates, directors, officers and agents from and against any and all liabilities, costs, injuries, loss, or damages of any kind arising from or in connection with the Refer & Reward Campaign.
- 6.9 The Organiser may terminate, suspend or cancel the Refer & Reward Campaign at any time at its sole and absolute discretion. In which case, the Organiser may elect not to award any Referral Reward. Such termination, suspension or cancellation will not give rise to any claim by the Referrers. In the event the Refer & Reward Campaign is resumed by the Organiser, Referrers shall abide by the Organiser's decision regarding resumption of the Refer & Reward Campaign.
- 6.10 In the event of termination, suspension or cancellation of the Refer & Reward Campaign, for any reason whatsoever at any point of time, a notice shall be posted on the Organiser's official Facebook account and official S P Setia corporate website whereby the Refer & Reward Campaign will be deemed as terminated, suspended or cancelled and the Referral Reward will no longer be available to be entitled. In such event, no substitution of Prize or reward of any kind will be made to the Referrer.

6. Disqualification

- 7.1 The Organiser reserves the right revoke the Referral Reward at any stage of the Refer & Reward Campaign, if: -
 - 7.1.1 The Referrer becomes ineligible or does not meet any of the Eligibility Criteria; or

- 7.1.2 The Referrer breaches any of these Terms and Conditions or procedure and / or mechanism of the Refer & Reward Campaign or other rules and regulations of the Refer & Reward Campaign or violates any applicable laws or regulations; or
- 7.1.3 The Organiser, in its sole determination, believes that the Referrer has attempted to undermine the mechanism of the Refer & Reward Campaign by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Referrer.

7. Warranties and Undertakings

- 8.1 The Referrer represents and warrants with the Organiser that: -
 - 8.1.1 the Referrer has met all the Eligibility Criteria stated above to enter the Refer & Reward Campaign in accordance with these Terms and Conditions and shall provide such proof as the Organiser requires; and
 - 8.1.2 all the statements (if any and if so required) made by the Referrer to the Organiser are true, correct, accurate and complete.
- 8.2 In consideration of the Organiser offering to the Referrer the opportunity to participate in the Refer & Reward Campaign, the Referrer hereby unconditionally and irrevocably: -
 - 8.2.1 confirms that the Referrer will cooperate and follow all instructions given to the Referrer including but not limited to these Terms and Conditions, the procedure and mechanism of the Refer & Reward Campaign;
 - 8.2.2 agrees that the Referral Reward to be awarded in the Refer & Reward Campaign is contingent to the accuracy of the information provided and disclosure is made by the Referrer and the full and complete performance of the Referrer's warranties, undertakings and obligations hereunder;
 - 8.2.3 agrees that the Referrer shall not by act or omission, directly or indirectly bring the Organiser, S P Setia Group or the Refer & Reward Campaign into disrepute;
 - 8.2.4 agrees that the Referrer shall not without the prior written consent of the Organiser publish or disclose any information or make any statement in connection with the Refer & Reward Campaign or Referral Reward (including without limitation, to any representatives of media or any third parties in any form whatsoever); and
 - 8.2.5 agrees that the Referrer shall not give any unauthorized product endorsement, interviews or be involved in any articles or reports in respect of the Refer & Reward Campaign or the Referral Reward with any media or third parties.

8. Referral Reward

- 9.1 The Referral Reward for the Refer & Reward Campaign are listed below (hereinafter collectively referred to as "**Referral Reward**"):

Property SPA Price	Referral Reward
Below RM1,000,000	RM5,000.00
RM1,000,000 and above	RM10,000.00

9.2 The Referral Reward for the Refer & Reward Campaign are applicable only to the Participating Projects listed below:

Project	Phase
Setia Alam, Shah Alam Selangor	Lumierre
	Caprica
Setia Eco Templer, Rawang Selangor	Jimbaran Semi-D
	Jimbaran Linked Villa
Kota Bayuemas, Klang Selangor	Laelia I
	Laelia II
	Laelia III
	Laelia IV
	Ambrosia I
Setia AlamImpian, Shah Alam Selangor	Aralia
	Ferrous 2
	Casablanca 3
	Ferrous 3
Setia AlamImpian, Shah Alam Selangor	Hamlet
Setia Eco Glades, Cyberjaya Selangor	Bloc 7
Setia EcoHill, Semenyih Selangor	Casaville
	Reineville
Setia EcoHill 2, Semenyih Selangor	Friska
	Banyan
Setia Alamsari, Kajang Selangor	Aderyn 2
	Serambi Villa
Temasya Glenmarie, Glenmarie Shah Alam	Temasya Prisma
Setia Safiro, Cyberjaya Selangor	Bloc 17
Setia Warisan Tropika, Sepang Selangor	Adenia
	Belladonna
TRIO by Setia, Klang Selangor	TRIO Residences
Setia Seraya Residences, Putrajaya W.P Putrajaya	Setia Seraya Residences
Setia Sky Seputeh, Seputeh Kuala Lumpur	Sky Seputeh
KL Eco City, Bangsar Kuala Lumpur	ViiA Residences
Setia Sky 88, Johor Bahru	Setia Sky 88
Taman Rinting, Johor Bahru	Desiran 2
Setia V Residences, Gurney Penang	Setia V Residences

- 9.3 The Referrer hereby acknowledges that the Organiser has not in any manner solicited for the Referrer's participation in the Refer & Reward Campaign.
- 9.4 The Referral Reward offered herein shall be strictly without prejudice to the rights of the Organiser under the Sale & Purchase Agreement ("**SPA**") entered into between the first-time S P Setia property purchaser ("**Referee**") and the Organiser in respect of the Referee's purchase of a unit of the Participating Projects and without affecting the terms and conditions of the SPA. Nothing herein shall relieve or be deemed to relieve the Referee of his obligations and duties towards the Organiser under the SPA.
- 9.5 Subject to the Terms and Conditions of the Refer & Reward Campaign, the Referrer is entitled to a Referral Reward as stated Section 9.1 up to two (2) successful referrals of a Referee who purchases the said Participating Projects in Section 9.2. The Referral Reward shall only be payable to the Referrer after a successful referral (defined herein). For avoidance of doubt, the Refer & Reward Campaign and Referral Reward are NOT valid with any other ongoing campaigns, promotion, discounts, loyalty program (including but not limited to IIR under CSR) and membership privileges by the Organiser and/or S P Setia;
- 9.6 "**Successful Referral**" means fulfilment of ALL of the following:
- 9.6.1 Referral process is initiated by Referrer's registration via a form in Setia Go app at least one (1) day prior to booking.
 - 9.6.2 Referrer refers a Referee who purchases a unit of the Participating Projects during the Campaign Period;
 - 9.6.3 Both Referrer and Referee shall execute and complete the Referrer Reward (RR) Form at the Participating Project's Sales Gallery during the property purchase, and the Participating Project's Sales Personnel to acknowledge receipt within the Campaign Period;
 - 9.6.4 A copy of the Referrer and Referees' NRIC/Passport shall be given to the Sales Personnel at the respective Sales Gallery;
 - 9.6.5 Referee has acknowledged and confirmed the Referrer as the Referrer via RR Form;
 - 9.6.6 Referee has executed the SPA within the Campaign Period, and the Referee's financier shall have disbursed part of the loan amount to S P Setia towards the settlement of the purchase price stated in the SPA; or
 - 9.6.7 for transactions without the assistance of any loan facilities, the Referee shall have paid to S P Setia not less than 20% of the purchase price stated in the SPA;
 - 9.6.8 the Referee's SPA must not consist of the Referrer's name and/or any other existing S P Setia purchasers.
- 9.7 Referral Reward is subject always on the following:
- 9.7.1 Referral Reward is only payable to the Referrer upon fulfilment of all the condition precedents as stipulated in Section 9.6 above. Such payment may be made to the Referrer within sixty (60) days from the Referrer and Referee's fulfilment of all the condition precedents in Section 9.6 above or any other period as determined by the Organiser at its sole and absolute discretion, and thereafter shall subject always to the Referee remaining as the purchaser of the said Participating Project without termination of SPA.
 - 9.7.2 For the avoidance of doubt, no interest shall be payable to the Referrer on the Referral Reward.
- 9.8 The Referrer cannot refer himself/herself as the Referee under this Refer & Reward Campaign. In addition, the Referrer cannot refer any existing purchasers and/or employee within S P Setia Group.
- 9.9 The Referral Reward is subject to a limited quota of units as may be determined by the Organiser at its discretion and the decision of the Organiser as to when the quota has been reached shall be final, conclusive and binding on all parties.

- 9.10 The sale of the unit must be concluded by Sales Personnel from the Organiser only. For the avoidance of doubt, the unit which the sale was concluded by any real estate agent (whether authorised or unauthorised by the Organiser) is not eligible in this Refer & Reward Campaign.
- 9.11 The Referrer is allowed to refer as many Referees as they wish. However and subject to these Terms and Conditions, the Referrer will only be entitled to the Referral Reward according to the first and maximum of two (2) Successful Referrals.
- 9.12 The Organiser reserves the right to at any time, change, amend, delete or add to the participating projects in Section 9.2 without any notification.
- 9.14 The Organiser reserves the right to alter, vary and/or replace the Referral Reward to a prize or reward of similar value at any point of time at its sole and absolute discretion and without any notification.
- 9.15 The Organiser reserves the right to cancel, suspend, terminate or otherwise change the Referral Reward without any reason or prior notice. Upon such cancellation, suspension, termination or changes, the Organiser or S P Setia shall not be under any obligation to extend the same privileges to the Referrer.
- 9.16 The Organiser reserves the right to make changes even if it leads to reducing or terminating the Referral Reward without further reference to the Referrer.
- 9.17 If there is more than one (1) Referrer referring the same Referee for the same Participating Project and the said Referee purchases the said Participating Project, the Referral Reward shall only be payable to the first Referrer who had submitted the Refer & Reward Campaign Form via the Setia Go app and received by the Organiser at the earliest timing, in which that shall precede all other Refer & Reward Campaign Form(s) submitted, if any. For this purpose, the Organiser's decision in respect of the payment of the Referral Reward shall be final and conclusive and shall not be subject to any enquiries, objections and/or claims whatsoever by the Referrer or any other claimants.
- 9.20 These Terms and Conditions as stipulated herein shall prevail over the contents of any brochure or other promotional materials in respect of the Referral Reward in the event of discrepancies.
- 9.21 All Referral Rewards are strictly not transferable, assignable exchangeable or redeemable by the Referrer in any other form or manner. All specific or special terms and conditions that are attached to the Referral Reward must be adhered to by the Referrer.
- 9.22 In the event that the Referrer chooses not to accept a Referral Reward, the Referral Reward shall be forfeited and dealt with according to the absolute discretion of the Organiser.

9. Privacy

- 10.1 By participating in the Refer & Reward Campaign, Referrers acknowledge and agree that the Organiser will gain access to, use, disclose, retain and otherwise process certain Personal Data provided by the Referrers for the purpose of the Refer & Reward Campaign. The Organiser's applicable Personal Data and Privacy Policy is as set out at <http://www.spsetia.com.my/terms-and-conditions/privacy-policy.htm> (as may be amended from time to time). In the event the Referrers withdraw their consent to the access, use, disclosure, retention and process of their Personal Data, the Referrers will be disqualified and ineligible for consideration for the Refer & Reward Campaign and the Referral Reward.