

## CITIZEN SETIA REWARDS (CSR) TERMS AND CONDITIONS

### 1. Definition

#### 1.1 In these Terms and Conditions:

- (a) **S P Setia** means S P Setia Berhad [Company No. 197401002663 (19698-X)], a company incorporated in Malaysia and having its office at S P Setia Berhad Corporate HQ, No. 12, Persiaran Setia Dagang, Setia Alam, Seksyen U13, 40170 Shah Alam, Selangor Darul Ehsan, Malaysia and shall include its subsidiaries.
- (b) **Setia Property(ies)** means such property or properties developed within development projects undertaken by S P Setia and purchased directly from S P Setia.
- (c) **Participating Setia Property(ies)** means such property or properties that is/are developed or being developed within development projects in Malaysia undertaken by S P Setia and participating in CSR. Any property or properties within S P Setia development projects located overseas or which were Setia Property(ies) but sold in a sub-sale or secondary transaction shall not be classified or recognised as Participating Setia Property(ies). Unless otherwise specified, Participating Setia Property(ies) shall EXCLUDE property(ies) that is/are developed or being developed under the Government controlled scheme, including but not limited to Rumah Selangorku, PP1AM, PR1MA and all Rumah Mampu Milik properties.
- (d) **Subsequent Participating Setia Property(ies) (PSP)** shall have the meaning ascribed in Section 3.1 hereto.
- (e) **CSR** means Citizen Setia Rewards - previously known as Setia Privilege Program (SPP) – a benefit, privilege and reward program for Members. It is managed and operated by the Management, where the Members get to enjoy the CSR Reward Scheme. For the avoidance of doubt, any valid benefit, privilege and reward accumulated under SPP shall be deemed as benefit, privilege and reward accumulated for CSR and may subject to these Terms and Conditions.
- (f) **CSR Reward Scheme** – previously known as Setia Privilege Program (SPP) Reward Scheme means LCR for the time period determined in the Management's absolute discretion or such other scheme replacing the LCR or introduced or put in place from time to time and for such time period determined at the absolute discretion of the Management. For the avoidance of doubt, any valid benefit, privilege and reward accumulated under SPP Reward Scheme shall be deemed as benefit, privilege and reward accumulated for CSR Reward Scheme and may subject to these Terms and Conditions.
- (g) **Member** means the person who is a confirmed member of CSR pursuant to Section 2.1 hereto and with a valid CSR account.
- (h) **Non-Member** means anyone who is neither a Member nor Immediate Family Members and does not have a valid CSR account.
- (i) **Immediate Family Member** means Member's spouse, or parents, or children, or siblings who is not a Member and does not have a valid CSR account.
- (j) **Joint purchasers** mean secondary, or tertiary, or other names named as purchasers in the SPA.
- (k) **Loyal Customer Rebate (LCR)** shall have the meaning ascribed in Section 3.1 hereto.
- (l) **SPA** means the duly stamped Sale & Purchase Agreement executed with S P Setia for Setia Property(ies).
- (m) **Net Purchase Price** means the net purchase price of the Setia Property(ies) or Participating Setia Property(ies), as the case may be, under the relevant SPA after deducting Bumiputra

discounts (if applicable), and/or any other valid promotional discounts, rebates or incentives that is applicable and as the case may be.

- (n) **Final Purchase Price** means the final purchase price of the Setia Property(ies) or Participating Setia Property(ies) as the case may be, under the relevant SPA comprising the Net Purchase Price (less the LCR, if applicable) and which is credited into the Member's CSR account.
- (o) **Personal Data** shall have the same meaning as defined by the Personal Data Protection Act 2010 including any statutory amendment or re-enactment thereof and supplemented by any regulation, rule, official directive, code of practice or guideline (whether or not having the force of law) issued by the Personal Data Protection Commissioner.
- (p) **Privilege Branch(es)** means the sales office(s) of Setia Property(ies).
- (q) **The Management** means the management of S P Setia Eco-Projects Management Sdn Bhd [Company No: 99401003986 (289665-V)] a subsidiary of S P Setia Berhad.

## 2. CSR Membership

- 2.1 Subject to these Terms and Conditions (including any amendments or variations to it), any individual or company who purchased Setia Property(ies) and executed the SPA will be eligible to become a Member ("CSR Membership"). The Management will issue a confirmation of CSR Membership after verification of purchase of the relevant Setia Property(ies), that SPA has been executed and where applicable, a sum equivalent to at least the required minimum down payment (or any other sum as deemed fit by the Privilege Branch) is received by the relevant Privilege Branch.
- 2.2 In the case of a new Member, subject to on-going purchases of Setia Property(ies) by the Member, CSR Membership may be terminated when the purchase of the relevant Setia Property(ies) and/or SPA is terminated for any reason whatsoever. Hence, upon receiving such confirmation of the termination of SPA from the relevant Privilege Branch, the Management shall withdraw or cancel the new Member's CSR Membership without any further notice, in which event any entitlement, benefits, privileges and/or rewards shall be voided.
- 2.3 The CSR Membership is non-transferable and non-assignable and is only for the exclusive use of the Member.
- 2.4 The Management may, at its sole discretion, terminate the CSR Membership without giving notice or reason, in which event any benefits, privileges and / or rewards accumulated by the Member under the CSR Reward Scheme (and/or previously accumulated by the Member under the SPP Reward Scheme, where applicable) shall be voided.
- 2.5 Where a company purchases Setia Property(ies) ("Company"),
  - a. one (1) director shall be nominated and authorised by the Company ("Authorised Director") to solely operate and deal with the Company's CSR account and utilise the Company's LCR Entitlement. To nominate the Authorised Director, the Company must submit the certified true copies of the latest Form 24 and Form 49 under the Malaysian Companies Act 1965 and the form pursuant to section 58 of the Malaysian Companies Act 2016 (if any), directors and shareholders' resolution approving the said nomination, and any other supporting documents to the respective Privilege Branch ("Business Registration Documents") for verification and record; and
  - b. all the directors of the Company, including the Authorised Director ("Directors") who are listed in the latest Business Registration Documents and who are Non-Member, are each eligible to be a Member with a separate individual CSR account in their own personal capacity but are not entitled to or permitted to utilise the Company's LCR Entitlement for personal purchases. Only the Authorised Director is entitled and permitted to utilise the Company's LCR Entitlement for subsequent Company purchases and subsequently purchases by the Authorised Signatory in his personal capacity. For the avoidance of

doubt, Company's LCR Entitlement are non-transferable and cannot be transferred or utilised by Directors who are not Authorised Directors or any 3<sup>rd</sup> party, including the Authorised Director's Immediate Family Member.

- 2.6 Any request for change in the Authorised Director shall be notified to the Management by the Company and supported with the requisite directors and shareholders resolutions, certified true copies of the latest Business Registration Documents together with any other supporting documents submitted to the respective Privilege Branches for verification and amendment.
- 2.7 In the case of a new Authorised Director whose change was confirmed and accepted by the Management via a request for change in the Authorised Director as set out in Section 2.6 above, the manner of termination of CSR Membership provided under Section 2.2 shall similarly be applicable.
- 2.8 In the case of joint buyers, each of the joint buyer is entitled to the CSR Membership and will be given an individual membership/account.

### **3. Loyal Customer Rebate (LCR)**

- 3.1 Loyal Customer Rebate (LCR) is a rebate equivalent to a percentage not exceeding 3% which may be offered to Members who have purchased a subsequent Participating Setia Property(ies) ("Subsequent PSP") and who have fulfilled all requirements set out in these Terms and Conditions ("LCR Entitlement").

The LCR Entitlement corresponds with the respective tier of the total accumulated Final Purchase Price of Setia Property(ies) previously purchased by the Member. The table below sets out the respective tiers of the total accumulated Final Purchase Price and the corresponding LCR Entitlement.

<b>Loyal Customer Rebate (LCR)</b>	
<b>Total Accumulated Final Purchase Price of Setia Property(ies) LCR Entitlement</b>	
RM0 – RM699,999	1.0%
RM700,000 – RM1,499,999	1.5%
RM1,500,000 – RM2,499,999	2.0%
RM2,500,000 – RM3,499,999	2.5%
RM3.5 million and above	3.0%

Accumulation of total Final Purchase Price of Setia Property(ies) shall be recorded in the Member's CSR account.

In the case of joint purchase of Setia Property(ies), each Member will enjoy LCR Entitlement according to the total Final Purchase Price.

- 3.2 Save for Section 2.5(b) on first purchase by Directors (including Authorised Directors), Section 3.10 and Section 4 on first purchase by the Immediate Family Member, LCR and/or LCR Entitlement is not applicable to the purchase of the first Setia Property(ies) regardless of its purchase price and whether it is a Participating Setia Property(ies). The Member is only entitled to utilise the LCR when he/it purchases a subsequent Participating Setia Property(ies) in accordance with Section 3.1 above.
- 3.3 The LCR Entitlement will be applied on the Net Purchase Price of the Subsequent PSP to derive a sum which shall offset the Net Purchase Price of the Subsequent PSP via a credit note. The Member shall be a named purchaser in the SPA of that Subsequent PSP, otherwise, the LCR and LCR Entitlement shall not apply.
- 3.4 The Management may, at its sole and absolute discretion, withdraw a Member's LCR Entitlement if he or she elects to remove his/her name from the SPA or nominates a third party in his/her place prior to the execution of the SPA or full payment of Net Purchase Price of the Subsequent PSP.

- 3.5 When a new purchaser purchased more than one (1) Participating Property(ies) concurrently and has fulfilled all requirements set out in these Terms & Conditions, the LCR Entitlement will be utilised on one of the purchased Participating Property(ies) with the lowest Net Purchase Price.
- 3.6 The Management shall have the sole and absolute discretion to vary the terms of the LCR, the tiers of the total accumulated Final Purchase Price and/or the LCR Entitlement as the Management deems fit without prior notice to the Member.
- 3.7(A) A Member who jointly purchases a Subsequent PSP with a Non-Member may enjoy the LCR based on the Member's LCR Entitlement recorded in the Member's CSR account and Sections 3.1, 3.2 and 3.3 shall apply accordingly.
- 3.7(B) Where more than one (1) Member jointly purchase a Subsequent PSP with a Non-Member, the LCR Entitlement to be utilised on that Subsequent PSP shall be based on that particular Member with the highest total accumulated Final Purchase Price recorded in his CSR account.
- 3.7 (C) In the case of Authorised Director who intends to purchase a Subsequent PSP in his personal capacity, he shall be allowed to utilise the LCR Entitlement determined based on:
  - a. the Company's total accumulated Final Purchase Price in the Company's CSR account; or
  - b. the Member's own total accumulated Final Purchase Price in his CSR accountwhichever is higher.
- 3.7(D) In the case of purchase of a Subsequent PSP by a Company, it shall be allowed to utilise the LCR Entitlement determined based on:
  - a. the Authorised Director's total accumulated Final Purchase Price in his personal capacity in the Authorised Director's CSR account; or
  - b. the Company's total accumulated Final Purchase Price in the Company's CSR accountwhichever is higher.
- 3.8 Purchasers of overseas Setia Property(ies) are also eligible for CSR Membership. Therefore, the Net Purchase Price of the overseas Setia Property(ies) can be added into and form part of the total accumulated Final Purchase Price to determine the LCR Entitlement. However, the LCR Entitlement can only be utilised for the purchase of a Subsequent PSP which falls within the Participating Setia Property(ies).
- 3.8(A) The Net Purchase Price of overseas Setia Property(ies) will be converted into Ringgit Malaysia (RM) based on a fixed Foreign Exchange (FOREX) rate determined by the Management at its sole and absolute discretion.
- 3.8(B) The Management reserves the right to make changes to the FOREX rate even if it leads to reducing or terminating the number, value, or the expiry period of any existing LCR, without further notice and reference to the Members. The Member accepts that the Management and/or S P Setia shall not be under any obligation to extend the same and/or current market rate to the Members.
- 3.9 The Management reserves the right to cancel, suspend, terminate or otherwise change the LCR without any reason or prior notice. Upon such cancellation, suspension, termination or changes, the Management or S P Setia shall not be under any obligation to extend the same privileges to the Members.
- 3.10 The Management reserves the right to make changes even if it leads to reducing or terminating the number, value, or the expiry period of any existing LCR, without further notice and reference to the Member.
- 3.11 The LCR Entitlement cannot be converted into cash and is not transferable. However, effective 1 August 2021, the LCR Entitlement may be extended to and utilised by the

Immediate Family Members for the Immediate Family Member's first purchase of the Participating Property(ies) in accordance with Clause 4 below.

- 3.12 The LCR will remain valid unless otherwise notified by the Management or determined by any applicable law or regulation, including but not limited to the Personal Data Protection Act 2010.

#### **4. Extension of LCR to Immediate Family Members**

- 4.1 Subject to these Terms and Conditions, the LCR Entitlement may be extended to Immediate Family Members' first purchase of Participating Setia Property(ies) – whose name shall appear in the SPA as a purchaser. The Immediate Family Members only entitled to utilise the LCR by presenting his/ her birth certificate or marriage certificate and/or any other documentation as required by the Management at its sole and absolute discretion to prove their relationship.

The LCR Entitlement will be applied on the Net Purchase Price of the first Participating Setia Property(ies) purchase by the Immediate Family Member to derive a sum which shall offset the Net Purchase Price via a credit note.

#### **5. General**

- 5.1 The CSR and / or CSR Reward Scheme is offered at the sole discretion of the Management and is not an entitlement. Unless specified otherwise, the LCR and LCR Entitlement are not valid for use with other ongoing S P Setia promotions and discounts.

- 5.2 The Management reserves the right, at any time:

- a. to withdraw, suspend, terminate, substitute or vary the CSR and / or CSR Reward Scheme or any of the benefit, privilege and / or rewards under the CSR and / or CSR Reward Scheme from time to time without prior notice. Member hereby agrees that any substitution or variation by the Management of CSR and / or CSR Reward Scheme or any benefit, privilege and /or rewards contained therein shall not entitle the Member to any claims or compensation from the Management and / or S P Setia for any and all losses or damages suffered or incurred by the Member and /or any third parties, whether directly or indirectly.
- b. to verify the validity and/or reject any application at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, ineligible, fraudulent, unlawful or deceitful application or any entry which violates these Terms and Conditions, will automatically be disqualified.
- c. to exclude the Member from or to discontinue the Member's participation in the CSR and / or CSR Reward Scheme and to audit the Member's membership account at any time, in the Management's sole discretion in the event of any actual or suspected abuse of the CSR and / or CSR Reward Scheme, failure to follow these Terms and Conditions, illegal activity, fraud, misrepresentation, or other conduct inconsistent with CSR and / or CSR Reward Scheme and / or detrimental to the Management or the Management's interest, including without limitation any suspected illegal, fraudulent other unauthorised use of any CSR and / or CSR Reward Scheme's privilege, benefit, rewards and/or points, may result in the revocation of the Member's CSR Membership and renders the Member to be ineligible for further participation in the CSR and / or CSR Reward Scheme. If the Member's CSR membership is revoked, any benefit, rewards and / or privilege will automatically expire and the Member's access to the CSR and / or CSR Reward Scheme and features will automatically terminate. In the event, the Management suspects any illegal activity, fraud, misrepresentation, abuse or violation of these Terms and Conditions, the Management reserves the right to take appropriate legal action in the Management's sole discretion.

- 5.3 By participating in this CSR and / or CSR Reward Scheme, Member further agrees that the Management may for any reason, in its sole discretion and with or without notice or liability to the Member or any third party, immediately terminate the Member's account, withdraw any privilege, benefit, rewards and/or points, cancel any transactions associated with the Member's membership, temporarily withhold any privilege, benefit, rewards and/or points, and / or take any other actions that the Management deems necessary. Grounds for such actions may include (but are not limited to) actual or suspected:-
- violation of these Terms and Conditions.
  - illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour.
  - privilege, benefit, rewards and / or points abuse
  - behaviour that is harmful to other purchasers, Members and / or third parties.
- 5.4 A Member participating in CSR and/or CSR Reward Scheme shall not (whether in the Member's personal capacity or otherwise in carrying out or providing services as a property agent) solicit or attempt to solicit business at any Privilege Branch(es) to obtain, gain or take advantage of any privilege, benefit and / or reward offered in the CSR and / or CSR Reward Scheme in contravention of these Terms and Conditions.
- 5.5 Member hereby agrees that in case of any dispute over the related privilege, benefit and / or reward under the CSR and / or CSR Reward Scheme, the decision of the Management shall be final and conclusive.
- 5.6 In the event the CSR and / or CSR Reward Scheme has been withdrawn, suspended or terminated pursuant to these Terms and Conditions, the Management will notify the Member in a manner which the Management deems appropriate. Upon notification of such withdrawal, suspension and / or termination, the Management and/or S P Setia shall have no obligation to extend any privilege, benefits and / or reward to the said Member.
- 5.7 Member hereby agrees that the Management and / or S P Setia are not liable for any loss or damage suffered by Members and / or third party due to any of the following reasons: -
- any failure by Members to notify Privilege Branches that an LCR is applicable for a transaction.
  - any privileges not being available for any reason.
  - any changes in these Terms and Conditions.
  - the variation and/or suspension and/or termination of the CSR and / or CSR Reward Scheme.
- 5.8 The Management reserves the right to terminate the CSR Membership as and when necessary without prior notice.
- 5.9 The Management and/or S P Setia may and reserves the right to use, collect, obtain, store and process all or any of the Member's and/or Non-Member's Personal Data provided by the Member and/or Non-Member to the Management and/or S P Setia pursuant to his/their purchase of Setia Property(ies)/Participating Setia Property(ies), as the case may be, or the application of the CSR Membership or utilisation of the LCR Entitlement for the purposes of keeping the Member and/or Non-Member informed or sending to the Member and/or Non-Member updates, news, promotional and marketing mails or materials from the Management or S P Setia and also in relation to CSR.
- 5.10 Unless the Member or Non-Member informs the Management or S P Setia otherwise, the Member or Non-Member shall be deemed to have consented to the Management and/or S P Setia storing and processing his Personal Data and disclosing his Personal Data to relevant governmental authorities or third parties where required by law or for legal purposes or necessary for the purposes as stated in Section 5.7 above by virtue of the Member signing the acceptance of the Personal Data and Information Notice for S P Setia's Valued Customers / Prospective Customers. In addition, the Member's or Non-Member's Personal Data may be shared or transferred to any company within S P Setia which may also involve sending the data to a location outside Malaysia. For purposes of updating or correcting such data, the Member or Non-Member may at any time apply to the Management or S P Setia to have

access to his Personal Data stored by the Management or S P Setia. Each Member shall be responsible for notifying the Management or S P Setia of any updates to his profile, change of address or any other contact information. Such notification shall be made in writing to any of the Privilege Branches.

- 5.11 The Management shall at its absolute discretion determine the offer period, type of rewards offered under the CSR Reward Scheme which may change, vary or alter from time to time and all decisions made by the Management in relation to CSR or CSR Reward Scheme shall be final and binding on all Members.
- 5.12 By participating in the CSR, the Members agree to be bound by these Terms and Conditions (including any amendments or variations to it).
- 5.13 The Management reserves the right to add, delete or amend these Terms and Conditions at any time without prior notice. Any alteration to these Terms and Condition will first be published in the CSR website @ [www.spsetia.com.my/citizensetia](http://www.spsetia.com.my/citizensetia).
- 5.14 In the event of discrepancy between these Terms and Conditions and the latest Terms and Conditions stipulated in the CSR website, the Terms and Condition stipulated in the CSR website will take precedence.