

Membership Card : Terms and Conditions

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

Definition:

"SDP" means Sime Darby Property Berhad (Company No: 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" or **'SDP Property(ies)'** means the selected residential unit(s) within SDP Township only developed by SDP and/or any of its subsidiaries which is/are being purchased directly from SDP and/or any of its subsidiaries and **excludes** (i) any residential unit(s) which is purchased through a sub-sale and/or secondary sale transaction, (ii) commercial, industrial and agricultural land/properties, (iii) statutory housing or residential properties which are subject to government price control and (iv) Rumah Selangorku (RSKU) or any other residential properties which are of similar category.

"SDP Township" for the purpose of these Terms and Conditions, means the housing development project(s) as developed by SDP and/or its subsidiaries which shall not include any joint venture project(s) and/or project(s) which were developed by other developer(s).

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

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

"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 who purchase the selected SDP Property subject to availability of PRIME quota as may be determined by SDP at its absolute discretion. The discount shall be applied on the next purchase of selected SDP Property. The method of calculation for the PRIME Member Discount is at the sole discretion of SDP and it is treated as final and conclusive.

"Extension of PRIME Member Discount" means a discount as may be determined by SDP at its absolute discretion on the net purchase price of the selected SDP Properties that can be utilized by (i) the PRIME Member Immediate Family Members (as defined below), (ii) the PRIME Member 2nd Tier Family Members (as defined below) and (iii) the Residents of any SDP's Townships only subject however to availability of PRIME quota as may be determined by SDP at its absolute discretion and the terms and conditions herein. The method of calculation for the Extension of PRIME Member Discount is at the sole discretion of SDP and it is treated as final and conclusive.

Membership Card : Terms and Conditions

“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 2nd Tier Family Members” means grandparents, grandchildren, son/daughter in law, brother/sister in law, father/mother in law, uncle/auntie, nephew/niece and step parents/siblings/children of the PRIME Member.

“Residents of SDP’s Townships” means all residents residing in any of SDP’s Townships.

“Introducer’s Reward” is a reward given to the PRIME Member who has introduced a non-PRIME Member(s) to purchase the selected SDP Property 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.

“SPA” means the duly executed and stamped Sale and Purchase Agreement between SDP and/or any of its subsidiaries and the purchasers of SDP Property.

PRIME

1. PRIME Membership

- The PRIME Membership Card is given to a purchaser free of charge after the executed SPA has been stamped and purchaser has settled no less than 10% of the purchase price for the purchase of the selected SDP Property of RM150,000 and above.
- The benefits and privileges of the PRIME Membership Card shall remain with the first owner of the SDP Property even after the SDP Property has been sold, assigned, transferred or disposed to another party. For the avoidance of any doubt, the subsequent purchaser, assignor, transferee or owner of the SDP Property shall not be entitled to the benefits and privileges under the PRIME Loyalty Programme unless such subsequent purchaser, assignor, transferee or owner subsequently purchases the selected SDP Property directly from SDP.
- The four (4) categories of the PRIME Membership Card are namely, Privilege, Silver, Gold and Platinum. The category of the PRIME Membership Card is determined by the accumulated value of the SDP Property(ies) purchased by the PRIME Members and the discount on the subsequent selected SDP Property purchase are as follows:

Category	Total accumulated value of the SDP Property(ies)	Discount on Subsequent Selected SDP Property Purchases
Privileges	RM150,000 to RM600,000	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 discounts 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 Card is NOT a point accumulation card. It is a privilege card which allows the PRIME Members to enjoy members' privileges at the Participating Merchants, the PRIME Member Discount, Extension of PRIME Member Discount and the Introducer's Reward as provided herein.
- It does not allow the PRIME Members to accumulate points for gift exchange or similar purposes.
- The PRIME Membership Card is NOT a credit card or debit card or charge card or other similar to these. It cannot be used to obtain cash or to exchange for cash or other products or services other than the Introducer's Reward.
- All PRIME Membership Cards are non-transferable and non-assignable and for the exclusive use of the PRIME Members only.
- SDP will from time to time upgrade the PRIME Membership Card based on the accumulated value of the property purchased by the PRIME Member.

PRIME

1. PRIME Membership

- For avoidance of doubt, in the case of joint purchasers, all joint purchasers are entitled to the PRIME Membership Card. In the case of corporate purchaser, the corporate purchaser is entitled to receive the PRIME Membership Card under its company name and to nominate two (2) persons to receive the PRIME Membership Card who are also the authorised signatories of the SPA. SDP may upon request at its absolute discretion increase the number of nominees for corporate purchaser. For the purpose of determining the type of PRIME Membership Card in the case of joint purchasers and/or corporate purchaser, each of the joint purchasers, corporate purchaser and/or its nominees shall be entitled to the full value of the purchase price in calculating the accumulated value of the property(ies) purchased.

2. Property Related Privileges – by SDP

- The PRIME Member Discount is only applicable to the 2nd and each subsequent purchase of the selected SDP Property(ies) by the PRIME Member directly from SDP provided always that the PRIME Member is named as a purchaser in the SPA for the 2nd or each subsequent purchase of the selected SDP Property(ies). SDP may from time to time review or vary the PRIME Member Discount without prior notice. SDP may at its absolute discretion withdraw the PRIME Member Discount from a PRIME Member if the PRIME Member elects to remove his/her name from the SPA or nominate a third party in his/her place in the SPA prior to payment of full purchase price.
- The Extension of PRIME Member Discount is applicable only on the selected SDP Properties. The Extension of PRIME Member Discount cannot be compounded on the same unit. SDP may from time to time review or vary the Extension of PRIME Member Discount without prior notice. SDP may at its absolute discretion withdraw the Extension of PRIME Member Discount from the PRIME Member Immediate Family Member, the PRIME Member 2nd Tier Family Member or the Residents of SDP's Township if the PRIME Member Immediate Family Member, the PRIME Member 2nd Tier Family Member or the Resident of SDP's Township, as the case may be, elects to remove his/her name from the SPA or nominate a third party in his/her place in the SPA prior to payment of full purchase price.
- The PRIME Member Immediate Family Members or PRIME Member 2nd Tier Family Members or the Residents of SDP's Township must not be an existing PRIME Member or staff of SDP and/or its subsidiaries or staff of SDP Legacy Companies and/or its subsidiaries. If two (2) eligible family members or the Residents of SDP's Township purchase a same unit which is under the selected SDP Properties, only one (1) of them can utilize the Extension of PRIME Member Discount (cannot be compounded on the same unit). A staff who is also a PRIME Member can only enjoy either staff discount or PRIME Member Discount on a unit purchase which is under the selected SDP Properties. 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 utilized on each purchase of the selected SDP Properties.
- The PRIME Member Immediate Family Members, the PRIME Member 2nd Tier Family Members and the Residents of SDP's Township will enjoy the following discounts :-
 - PRIME Member Immediate Family Members will enjoy 1.5% discount on the net purchase price of the selected SDP Properties with effect from 1 February 2019.
 - PRIME Member 2nd Tier Family Members will enjoy 1.0% discount on the net purchase price of the selected SDP Properties with effect from 1 February 2019 to 30 June 2019 only.

SDP reserves the right to request for the relevant documents for verification purposes on the relationship.

 - The Residents of SDP's Township will enjoy 0.80% discount on the net purchase price of the selected SDP Properties with effect from 1 February 2019 to 30 June 2019 only.

2. Property Related Privileges – by SDP

Proof of residing must be presented at the point of sale and purchase by providing utilities bills, sub sale agreement or tenancy agreement. SDP reserves the right to request for any relevant documents for verification purpose.

- The Introducer's Reward on net purchase price is only given to the PRIME Members 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 PRIME Member must register himself/herself together with his/her referred customer's details in the SDP Mobile Application prior to the his/her referred customer purchases the selected SDP Property. SDP shall not be liable to pay the Introducer's Reward to any 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 out to the PRIME Members by way of cheque or bank transfer upon the referred customer executed the Sale and Purchase Agreement and settled the 10% deposit in full and first release of the loan sum by the referred customer's financier or paid not less than 20% of the purchase price for cash buyer under construction projects, whichever is later, or upon SDP and/or its subsidiaries receiving full payment of the purchase price for completed projects. 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 as a referred customer who is not a PRIME Member and a staff of SDP (inclusive of its subsidiaries) and a staff of SDP Legacy Companies (inclusive of its subsidiaries) at the point of introduction. In the case 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.
- SDP reserves the 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.

Upon such cancellation, suspension, termination or changes, SDP shall be under no obligation to extend the benefits to the PRIME Members, the PRIME Member Immediate Family Members, the PRIME Member 2nd Tier Family Members and/or the Residents of SDP's Township.

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 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 are given 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 use of PRIME by the PRIME Members on sales or promotional items or when the PRIME Membership 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 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 Member and the Participating Merchants involved. SDP shall bear no responsibility for resolving such disputes or for the dispute itself.
- The PRIME 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 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 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 Properties 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 and without assigning any reasons. In such a case, SDP shall not be liable to compensate the PRIME Members, the PRIME Member Immediate Family Members, the PRIME Member 2nd Tier Family Members and/or the Residents of SDP's Township for any claims, losses, damages and liabilities whatsoever and howsoever.
- PRIME Member(s) acceptance of the PRIME Membership 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), the PRIME Member Immediate Family Members, the PRIME Member 2nd Tier Family Members and/or the Residents of SDP's Township due to any of the following reasons:-
 - any unauthorized use of the PRIME Membership Card;
 - any failure of a PRIME Members, the PRIME Member Immediate Family Members, the PRIME Member 2nd Tier Family Member and/or the Residents of SDP's Township 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

- 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. SDP's right shall be final and conclusive and binding on all parties concerned.