

## SUNWAY PROPERTY+ HOMEBUYERS TERMS AND CONDITIONS

### 1. Eligibility

- a. Membership is open to all buyers of properties developed by Sunway Property in Malaysia (including joint venture developments).  
Member shall be one of the following persons:
  - i. Individual Purchaser(s), as named in the Sale & Purchase Agreement (SPA)
  - ii. In the case of Company stated as Purchaser in the SPA, then a maximum of two directors who are the SPA signatories shall be Members. If one of the SPA signatories is a company secretary who is not a Director of the company, then the membership shall be passed on to another Director of the said company. Should there be a change of company directors, the membership cannot be passed to the new director(s) of the company.
- b. Sunway Property reserves the right to decline the issuance of or withdraw the Sunway Property+ membership at any time or terminate membership as and when necessary without prior notice.

### 2. Property Purchase Rebate Privileges

- a. Members are entitled to a rebate of up to 3% on their next Sunway Property purchase, based on the nett discounted price after the bumiputera discount and any other promotional discounts, whichever is applicable.
- b. The rebate is applicable to participating Sunway Property development projects in Malaysia only and it is subject to the terms & conditions of the respective participating projects.
- c. Member must make a booking and purchase the property directly through Sunway Property internal sales representatives to be entitled to the rebate. The rebate will not be applicable to property purchased via assistance of an authorised third-party sales agents or third-party representatives.
- d. Subject to availability, each member is entitled to purchase up to a maximum of three (3) units of property per project. If the member's total past SPAs purchased value exceeds RM10 million, the member is entitled to purchase up to a maximum of ten (10) units of property per project.
- e. The property(s) purchase rebate can be extended to the following family members of the Member:
  - i. Legal spouse and Children - Up to 3% rebate
  - ii. Parents, Siblings, Grandparents and Grandchildren - 1% rebate
- f. Sunway Property reserves the right to cancel, suspend, terminate or adjust the Sunway Property+ Rebate value for redemption as well as to replace the Sunway Property+ Rebate value with other benefits without prior notice.

### 3. Property Purchase Rebate Redemption Procedure

- a. Members shall only be entitled to the Rebate in the form of a Credit Note which will be used to offset against the 2nd progressive payment of the purchase price or such other payment as Sunway may deem fit, after the SPA is duly signed and stamped and payment of 10% of the purchase price is made by the member.
- b. Members must present proof of Identification (NRIC or Passport); if property is purchased in the name of the Member's family members, the Marriage certificate or birth certificate as proof of relationship; if it is purchased by a company, Form 24 and 49, and Company/Director's resolution authorising the purchase of the property, and indicating which two Directors are entitled for Homebuyers memberships.

### 4. Other Privileges

- a. Complimentary membership of Sunway Super App
  - i. Sunway Super App is a group loyalty programme offering both rebates and savings for dollars spent in Sunway Pyramid, Sunway Resort Hotel & Spa, Sunway Medical Centre, Sunway Lagoon, Sunway Property and Sunway Education Group. Terms and Conditions apply.
  - ii. This program was officially launched to the public on 28 February 2014. Please visit <http://www.sunwaypals.com.my> for more information.

### 5. General Terms & Conditions

- a. The Programme, rewards and privileges are subject to availability and applicable rules, terms and conditions (including eligibility, booking requirements, cancellations restrictions, return conditions, warranties and limitations of liability) imposed by Sunway Property.
- b. Members are responsible for notifying Sunway Property via writing / electronic mail of any updates on their profiles, any changes in address or any other contact information in order for Sunway Property to send notifications or updates on the Sunway Property+ programme and other news and happenings.
- c. Members may at any time terminate their membership by writing to Sunway Property. In the event of termination by the Member for any reason whatsoever, Sunway Property shall not be responsible for the non-redemption of the membership privileges and the membership privileges will thereafter be terminated.
- d. Each Member understands and accepts that Sunway Property has the absolute discretion and right to withdraw and/or suspend and/or modify and/or reinstate any benefits and privileges of this Sunway Property Pals+ programme to any Member for any reason whatsoever including but not limited to actions (whether pending, threatened or resolved) in the courts or tribunals brought against Sunway Property, without prior notification or liability and it is the responsibility of each Sunway Property+ member to ensure their membership has not been withdrawn or suspended prior to making any purchase or recommendation.
- e. By providing the personal information upon registration, members are providing consent and are agreeable to the usage of their personal information by Sunway Property, including but not limited to names and images, in accordance with the Sunway Privacy Notice. Please visit

<https://www.sunway.com.my/privacy-notice/> for more information on the Sunway Privacy Notice and Personal Data Protection.

- f. Sunway Property reserves the right to cancel this Sunway Property+ programme, withdraw, terminate membership, substitute or vary any of the Terms and Conditions or privileges stated herein as and when necessary without prior notice.
- g. Any cancellation, substitution or variation by Sunway Property of this Sunway Property+ programme's Terms and Conditions or any of its privileges contained herein shall not entitle the Member to any claim or compensation from Sunway Property for any loss or damages suffered or incurred by the Member, whether caused directly or indirectly.
- h. Sunway Property shall neither be liable nor held to be liable for any claims, loss, costs, expenses or damage or whatever nature resulting from the redemption of any Point or Rewards by the Members. Members are responsible for the security of their Membership Identification. Sunway Property accepts no liability for the disclosure of the Membership Identification by the Member to a third party, whether intentionally or otherwise. Sunway Property reserves the right to protect an account being accessed if Sunway Property has reasonable grounds to believe that the security of the particular account has been breached or at the risk of exposure.
- i. Sunway Property reserves the right to use any information of the Member for sharing the information with other companies within the Sunway group for the purpose of marketing, survey or latest updates of Sunway Property+. All correspondences shall be deemed delivered to the Member if posted to the Member's address as appearing in Sunway Property records.
- j. Any taxes or other charges whatsoever arising from a Member's participation in the Sunway Property+ programme remains the responsibility of the Member.
- k. In the event of any dispute(s) whatsoever, the decision by Sunway Property shall be final, conclusive and binding.
- l. In the event there is a discrepancy in the interpretation of the Terms and Conditions herein and/or communication thereof to Members arising from the use of different languages such as English, Bahasa Malaysia and Mandarin, the English interpretation and/or communication shall prevail.