



## TERMS & CONDITIONS

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

### Definition:

"UEM Sunrise" means UEM Sunrise Berhad (Company No: 200801028815 (830144-W)), a company incorporated in Malaysia and having its office at Level U6, Block C5, Solaris Dutamas, No. 1, Jalan Solaris Dutamas, 50480 Kuala Lumpur, Malaysia

"UEM Sunrise Property(ies)" means any number of unit(s) of property within the property development undertaken by UEM Sunrise and/or any of its subsidiaries and/or its selected joint venture projects, and **does/do not apply** to such property(ies) acquired in sub-sale or secondary transaction(s) and/or industrial and agricultural land/property (ies).

"Trésor Card (TC)" means the e-card produced by UEM Sunrise under the Trésor Loyalty Programme.

"Trésor Loyalty Programme" means the programme drawn up with rewards and privileges promoted by UEM Sunrise and at participating outlets for Trésorians to enjoy from time to time and at any time.

"Trésorian(s)" means Corporate Member and/or Individual Member, as the case may be, an eligible member and holding a valid TC.

"Individual Trésorian(s)" means person(s) who has purchased UEM Sunrise Property(ies) from UEM Sunrise directly, an eligible member and holding a valid TC.

"Corporate Trésorian(s)" means a company that has purchased UEM Sunrise Property(ies) from UEM Sunrise directly, an eligible member and holding a valid TC.

"Trésor Rebate (TR)" means the rebate as may be determined by UEM Sunrise at its absolute discretion on the net purchase price given by UEM Sunrise to the Trésor Members who purchase the selected UEM Sunrise Property subject to availability of Trésor quota as may be determined by UEM Sunrise at its absolute discretion. The rebate shall be applied on the next purchase of selected UEM Sunrise Property. The method of calculation for the Trésor Rebate is at the sole discretion of UEM Sunrise and it is treated as final and conclusive.

"Family Extension Rebate (FER)" means a rebate as may be determined by UEM Sunrise at its absolute discretion on the net purchase price of the selected UEM Sunrise Property(ies) that can be utilized by the Trésorians' Immediate Family Members (as defined below), only subject to availability of Trésor quota as may be determined by UEM Sunrise at its absolute discretion and the terms and conditions herein. The method of calculation for the FER is at the sole discretion of UEM Sunrise and it is treated as final and conclusive.



“Trésorians’ Immediate Family Member(s)” means spouse and children (sons, daughters including legally adopted children).

“Trésor Prime Referral (TPR)” scheme is a buyer-get-buyer incentive plan for Trésorian(s) who introduce non-Trésorian(s) to purchase UEM Sunrise property(ies) from UEM Sunrise and/ or any of its subsidiaries directly provided always that such non-Trésorian has executed Sale and Purchase Agreement (SPA), has signed Letter of Offer or Letter of Acceptance and has paid to UEM Sunrise and/ or its subsidiaries a sum of not less than 10% after rebates and discount of the purchased price.

“Participating Merchants/ Partners” means the merchants and/ or partners participating in the Trésor Loyalty Programme from time to time and/ or at any time.

“SPA” means the duly executed and stamped Sale and Purchase Agreement executed between UEM Sunrise and/ or of its subsidiaries and the purchasers of UEM Sunrise property(ies).



### **Trésor Membership:**

- The Trésor Membership is given free of charge to every individual or corporate purchaser who has purchased UEM Sunrise property with minimum purchase price of RM150,000 (after discount/ rebate) from UEM Sunrise directly by invitation bases, such individual or corporate purchaser will be issued an e-Trésor Card for use in connection with the benefits and privileges offered under the Trésor Loyalty Programme after the individual or corporate purchaser has executed the SPA and purchaser has settled a sum of no less than 10% of the purchase price of UEM Sunrise property.
- The benefits and privileges of the Trésor Membership shall remain with the first owner of the UEM Sunrise Property even after the property has been sold, assigned, transferred, or disposed to another party. For the avoidance of any doubt, the subsequent purchaser, assignor, transferee or the owner of the property shall not be entitled to the benefits and privileges under the Trésor Loyalty Programme unless such subsequent purchaser, assignor, transferee or the owner subsequently purchase UEM Sunrise Property(ies) directly from UEM Sunrise and/ or its subsidiaries.
- In the case of more than one purchaser in the purchase of the property, each purchaser in the Sale and Purchase Agreement (SPA) is entitled to the Trésor Membership and will be given an individual account starting 1 November 2020.
- In the case of corporate purchaser, Trésor Membership will be given to the corporate purchaser under its registered name.
- In the event of termination of the SPA prior to the complete handover and full payment of the property, the Trésor Membership will be deemed cancelled and terminated. All the unclaimed privileges entitlement such as Trésor Rebate (TR), Family Extension Rebate (FER) and Trésor Prime Referral (TPR) will be voided.
- There are five (5) tiers of the Trésor Membership - namely Diamond, Ruby, Topaz, Jade and \*Quartz. The tiering of the Trésor Membership is determined by the accumulated value of the UEM Sunrise Property(ies) held by the Trésorians and the maximum rebate on the subsequent UEM Sunrise Property purchases is as follows:

<b>Tier</b>	<b>Total Accumulated Purchased Value</b>	<b>Maximum entitled rebate on next property purchase</b>
Diamond	Total purchase value of RM8,000,001 and above	5%
Ruby	Total purchase value from RM3,000,001 to RM8,000,000	3%



Topaz	Total purchase value from RM1,000,001 to RM3,000,000	2%
Jade	Total purchase value from RM300,001 to RM1,000,000	1%
*Quartz	Total purchase value from RM150,000 to RM300,000	0.5%

*\*Membership granted for purchasers who purchase property from UEM Sunrise commencing from Sale and Purchase Agreement (SPA) signed date of 1 September 2014.*

- The Trésor Membership is non-transferrable and non-assignable and is for the exclusive use of Trésorians only.
- The Trésor Membership is NOT a point accumulation loyalty programme. It is a privilege membership which entitles Trésorian(s) to enjoy the Trésor Rebate (TR), Family Extension Rebate (FER) and Trésor Prime Referral (TPR) and other benefits and privileges offered under Trésor Loyalty Programme as provided from time to time.
- It does not allow Trésorians to accumulate points for gift exchange or similar purposes.
- The e-Trésor Card is NOT a credit card or debit card or care card or any other cards similar to these. It cannot be used to obtain cash or to exchange for cash or other products or services other than the Trésor Prime Referral (TPR) scheme.
- UEM Sunrise will from time to time upgrade the Trésor Membership based on the latest accumulated value of the property(ies) purchased by the Trésorian. The accumulation of the latest value is only valid, provided the Trésorian has executed the Sale & Purchase Agreement (SPA) and has paid a sum of not less than 10% of latest purchase value.



## Property Related Privileges

- The Trésorian must be an eligible member and present a valid e-Trésor Card at the point of purchase or introduction to qualify for the benefits and privileges offered under Trésor Loyalty Programme.
- The **Trésor Rebate (TR)** is a rebate equivalent to a percentage not exceeding 5% and TR corresponds with the respective tier which is solely determined under UEM Sunrise discretion.
- TR is only applicable to the second and each subsequent purchase of UEM Sunrise Property(ies) by the Trésorian directly from UEM Sunrise provided always that the Trésorian is named as a purchaser in the SPA for the second or each subsequent purchase of UEM Sunrise Property(ies). No Trésor Rebate is applicable to the purchase of the first UEM Sunrise Property. UEM Sunrise may from time to time review or vary the TR without prior notice. UEM Sunrise may at its absolute discretion withdraw TR from a Trésorian if the Trésorian elect to remove his/ her name from the SPA prior to the full settlement of the purchase price.
- In the case of:
  - i. an individual Trésorian who purchases a UEM Sunrise property(ies) under his/ her company name, TR will be as per entitlement. However, the individual Trésorian needs to be the majority shareholder of the company with minimum of 50% of equity stake. No membership will be accorded to the company, and the purchased property value will be credited to the individual Trésorian.
  - ii. a corporate Trésorian making an individual property purchase, TR will be as per entitlement provided he/she is holding a minimum of 50% equity stake in the company. No membership will be accorded to the individual, and the purchased property value will be credited to the corporate Trésorian.

UEM Sunrise reserves the right to request the latest business registration certificate such as Form 24 & Form 49 and any other supporting documents for verification purposes.

- The **Family Extension Rebate (FER)** is applicable only for selected UEM Sunrise Property(ies). The FER cannot be compounded on the same unit. UEM Sunrise may from time to time review or vary the FER without prior notice. UEM Sunrise may at its absolute discretion withdraw the FER from the Trésorian's Immediate Family Member as the case may be, and elects to remove his/her name from the SPA prior to payment of full purchase price.



- The Trésorian's Immediate Family Member must not be an existing Trésorian or Staff of UEM Sunrise and/or its subsidiaries. If two (2) eligible Immediate Family Members purchase the same unit, only one (1) of them can utilize the FER (cannot be compounded on the same unit).
- The Trésorian's Immediate Family Member will enjoy maximum 5% rebate in accordance with Trésorian's tier at the point of purchase on the net purchase price of the selected UEM Sunrise Property(ies) with effect from *1 November 2020*. UEM Sunrise reserves the rights to request relevant documents such as marriage certificate or birth certificate for verification purposes on the relationship.
- Issuance of TR and FER will be in the form of a credit note at stages to be determined by each individual project.
- **Trésor Prime Referral (TPR) Scheme** is only applicable for introducing the purchaser who is not a Trésorian or a staff member of UEM Sunrise (inclusive of its subsidiaries) or a staff member of UEM Group (inclusive of its subsidiaries) at the point of introduction. The Trésorian must register himself/herself together with his/her referred customer's details in the UEM Sunrise hUb prop Mobile Application prior to his/her referred customer purchases. UEM Sunrise shall not be liable to pay the TPR reward to any Trésorian who fails to comply with the requirements and the procedures as may be imposed by UEM Sunrise.
- The TPR reward will be paid out to Trésorians by way of cheque or bank transfer upon the referred customer having executed the Sale and Purchase Agreement and settled 10% deposit in full or paid less than 10% of the purchase price for cash buyer under construction projects, whichever is later, or upon UEM Sunrise and/ its subsidiaries receiving full payment of the purchase price for completed project. UEM Sunrise may from time to time and at any time review, vary and/or withdraw the TPR Scheme without prior notice.
- In the case where a Trésorian is a joint purchaser with the non-Trésorian who is entitled to the Family Extension Rebate (FER), such joint purchasers are only entitled to either Trésor Rebate (TR) or Family Extension Rebate (FER).
- UEM Sunrise reserves the right to cancel, suspend, terminate or otherwise change Trésor Rebate (TR) and/ or Family Extension Rebate (FER) and/or Trésor Prime Referral (TPR) scheme without assigning any reasons and without prior notice.
- Upon such cancellation, suspension, termination or changes, UEM Sunrise shall be under no obligation to extend the benefits to the Trésorians and Trésorians' Immediate Family Members.



- Notwithstanding the above, during promotional period(s), types of promotions, benefits & privileges offered are to be determined by UEM Sunrise at its sole discretion and subject to such terms and conditions as imposed by UEM Sunrise from time to time.



### **Other Benefits**

- In order to enjoy the discount benefits from the Participating Merchants, the Trésorians must show proof of his/her e-Trésor Card to the Participating outlets before every transaction. The discount benefits are only applicable to current transactions and not to any previous or backdated transactions.
- Exclusive discounts/ complimentary items/ services that 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 UEM Sunrise 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 Trésor by the Trésorians on sales or promotional items or when the e-Trésor Card is presented together with any other ongoing privilege or discount related vouchers and/or Cards.
- UEM Sunrise shall not be liable to the Trésorians for any losses, damages, claims and liabilities in any manner whatsoever arising from the Trésorians' purchase of any good and/or service from any of the Participating Merchants whether or not such goods and/or services are purchased by the Trésorians with or without obtaining discount through use of the e-Trésor Card. In this respect, UEM Sunrise 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 Trésorian and the Participating Merchants involved. UEM Sunrise shall bear no responsibility for resolving such disputes or for the dispute itself.
- The Trésor signage displayed on the Participating outlets shall not be taken as a representation and warranty by UEM Sunrise 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.



### **Termination of Membership**

- UEM Sunrise shall cancel the e-Trésor card within a period not later than seven (7) working days upon receipt of written notice from the Trésorian and until such card is effectively cancelled, these Terms and Conditions shall remain in full force and effect.
  
- UEM Sunrise may suspend, cancel or terminate the Trésor Membership without assigning any reasons or notice to the Trésorian and without prejudice to the foregoing generality, UEM Sunrise shall terminate the card immediately if:
  - ✓ the Trésorian is in breach or default of any of these Terms and Conditions;
  - ✓ the Trésorian has deceased;
  - ✓ the Trésorian member becomes bankrupt;
  - ✓ the e-Trésor card was used by any person other than the cardholder.

## General

- UEM Sunrise may, at its sole and absolute discretion, in whatsoever manner, without prior notice, change, replace, vary or withdraw the privileges at such time as it deems fit.
- All services and goods made available to Trésorians, whether by UEM Sunrise or participating merchants or partners ("services and goods" respectively), are provided on an "as is" basis and "as available" basis. UEM Sunrise make no express or implied representations or warranties in relation to the services and goods including but not limited to the satisfactoriness, fitness for purpose, merchantability, safety, legality, title and non-infringement. To the fullest extent permitted by law, UEM Sunrise disclaims any and all such warranties.
- Whilst all reasonable care is taken to ensure that information, publications and advertisements supplied or provided in connection with Trésor are accurate, UEM Sunrise does not accept liability or responsibilities for any errors or omissions (including negligence) in such information, publications and advertisements, whether oral or written.
- UEM Sunrise is and shall not be liable for:
  - ✓ any delay in the issuance of the Trésor access via UEM Sunrise hUb prop Mobile Application.
  - ✓ unauthorized use of e-Trésor card.
  - ✓ unavailability of any privileges for whatever reasons.
  - ✓ any losses or damages that may be suffered by the Trésorian in relation to any amendments or variations to these Terms and Conditions.
- UEM Sunrise shall not be liable to the Trésorian for any losses (including any loss of interest, expenses incurred, loss of contracts or profits or other consequential loss, whether direct or indirect) howsoever suffered (whether by way of UEM Sunrise's negligence (gross or otherwise), or omission or other default) in relation to the Trésorian's use of the e-Trésor card including but not limited to damage or loss suffered in respect of any statement, representation or implication relating to or arising from non-issuance or cancellation of the e-Trésor card or any revocation, suspension or restriction of the use of e-Trésor card.
- The Trésorian shall be liable to pay UEM Sunrise all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which UEM Sunrise may incur in enforcing or seeking to enforce these Terms & Conditions. The Trésorian further undertakes to hold UEM Sunrise harmless and to indemnify UEM Sunrise against any liability for loss, damage, costs and expenses (legal or otherwise) which UEM Sunrise may incur by reason of the provisions herein or in enforcement of its rights hereunder.