

## **GLOMAC BERHAD REFERRAL REWARD TERMS & CONDITIONS (T&C)**

1. Eligibility :-

A. This Program is only applicable to Glomac's Properties listed below:

<b>Klang Valley</b>		<b>Johor</b>
121 Residences	Bidara Sari (Phase 1)	Lakeside Residen – Kota Tinggi
Plaza@Kelana Jaya (Residential & Commercial)	Cempaka Sari (Phase 2A)	Saujana Residen) – Kota Tinggi
Puchong shop (Boulevard)	Cemara Sari (Phase 2B)	Saujana Residen – Kota Tinggi
Damansara Residences*	Tresna Perindu (Phase 3A)	Saujana Residen – Kota Tinggi
Centro (Service apartment & Shop Office)*		Saujana Residen – Kota Tinggi
Cyberjaya 2*(Shop Office)		Freesia - Kulai
Lakeside Ph.7 (Alto Austral)		
Suria Stonor		

B. This programme's validity is for a duration of 3 months, namely from 18<sup>th</sup> April – 18<sup>th</sup> July 2020.

C. Registration shall be done via Glomac website, walk-in or email. The registration must be completed and acknowledged by GLOMAC not less than 24 hours prior to property booking.

D. The referral programme is not applicable for property that has been booked, sold and/or in the process of legal documentation.

2. The criteria for the Purchaser shall be as follows:-

A. the Purchaser must be a new purchaser purchasing the Purchaser's Unit directly from the Developer. If the Purchaser's Unit SPA (as hereinafter defined) is made under joint names, all the purchasers must be new purchasers. For avoidance of doubt, "new purchaser" means any purchaser that has never purchased any property from any company under Glomac Berhad previously;

B. the Purchaser is not an employee of Glomac Berhad Group;

C. The Purchaser did not purchase the Purchaser's Unit from any third party entities/companies appointed/engaged by Glomac Berhad including real estate agents (REAs);

- D. In the event that the same Purchaser is referred by 2 or more Introducers, the referral will be attributed to the Introducer named in the application which was first approved/submitted and/or confirmation by Manager.
3. The Introducer is responsible:-
- A. to inform developer of such introduction and identify the purchaser to sales personnel and such introduction shall be made before the purchaser had purchased or agreed to purchase the property
  - B. to obtain the consent from the purchaser that the Introducer will forward the purchaser's personal data to developer
  - C. to ensure REFERRAL form is completed and signed by both the Introducer and Purchaser before the purchaser had purchased or agreed to purchase the property;
  - D. to ensure developer acknowledged receipt of the REFERRAL form;
  - E. must be present at the Sales Gallery together with the purchaser on the same day and shall make a face-to-face introduction of the purchaser to Developer sales personnel during the purchase of Developer's property. In the event the Introducer is unable to present at the Sales Gallery together with the purchaser on the same day during the purchase of Developer's property, the purchaser is required to inform Developer's sales personnel and provide the Introducer's name and MyKad/passport number for verification and reward purposes.
4. The Purchaser must have:-
- A. SPA signed and stamped
  - B. First 10% fully paid
  - C. Full settlement (cash/full loan sum is disbursed by bank) (as per the above projects)\*
5. Subject to compliance of T&C 4 (A),(B) & (C), the REFERRAL fee, will be given free of interest to the Introducer by the Developer within sixty (60) working days.
6. The REFERRAL fee shall be deemed to be inclusive of the goods and services tax and/or any other applicable duties and taxes which may be imposed from time to time by any relevant authorities ("Taxes").
7. In the event:-
- A. this T&C is not complied with; and/or
  - B. the New Property SPA is terminated for any reason whatsoever; and/or
  - C. there is any bankruptcy proceeding or winding-up proceeding commenced against the Purchaser(s) or the Purchaser(s) is adjudged a bankrupt or there is an appointment of an official administrator or liquidator on behalf of the Purchaser(s) on or before the payment of the REFERRAL; and/or
  - D. there is any acts or omissions of the Purchaser(s) including but not limited to participating in protests and demonstrations, posting photos and articles or making statements which in the Developer's sole opinion (which opinion shall be final and binding on the Purchaser(s)) directly or indirectly bring the Developer and/or Glomac Berhad Group into disrepute and/or against the best interest of Glomac Berhad Group; and/or
  - E. there is any breach of any applicable laws, rules, regulations, by laws or requirements, whether or not having the force of law, by the Purchaser(s); and/or

- F. there is any non-disclosure, fraud, cheating or deception by the Purchaser(s) as determined in the Developer's sole opinion (which opinion shall be final and binding on the Purchaser(s)); and/or
- G. inaccurate or incorrect information and/or disclosures by the Purchaser(s);

then the following shall take place:-

- H. this form shall be deemed automatically terminated;
  - I. the Introducer entitlement to the REFERRAL shall automatically lapse and be considered null and void;
  - J. the Introducer shall not be entitled to the REFERRAL or any part thereof; and
  - K. the Introducer shall not have any actions, claims, proceedings and/or suits in any way whatsoever against the Developer in respect of this form and the REFERRAL.
8. If T&C (7) occurs after the payment of the REFERRAL, the REFERRAL fee shall be considered a debt due by the Introducer(s) to the Developer which shall be immediately repayable by the Introducer(s) to the Developer. The Developer reserves its right to claim from the Introducer(s) the REFERRAL in which event all costs and expenses (including solicitor client's costs), if any, incurred to enforce such right shall be borne by the Introducer(s).
9. The Introducer entitlement to the REFERRAL fee is personal to the Introducer(s) and it is non-transferable / non-assignable to any third party or to any other properties of the Introducer (s) for any reason whatsoever.
10. The REFERRAL fee is not exchangeable for kind, concessions, favour in whatever name called.
11. The Introducer shall abide strictly by this terms and conditions and shall fully indemnify and hold the Developer harmless against any and all losses, damages, claims, proceedings, actions, fines, penalties, costs and expenses which the Developer may suffer or incur arising from the Introducer's acceptance of participation in the REFERRAL or from breach by the Introducer of this T&C.
12. The Introducer shall only be entitled to the REFERRAL fee provided that the Purchaser has complied with this T&C and the Introducer shall not be entitled to participate concurrently in any other schemes offered by the Developer whether such schemes are running concurrently or consecutively (unless otherwise allowed under such other schemes). Changing from one scheme to another is strictly prohibited.
13. The Developer reserves the right to:-
- A. determine the entitlement of the Introducer for the participation of this REFERRAL and to decide on any other matters pertaining to this REFERRAL and the decision by the Developer shall be final, conclusive and binding on the Introducer; and/or
  - B. at any time in the Developer's sole and absolute discretion, substitute, withdraw, add to or alter any of REFERRAL offered whether in entirety or in part without notice to the Introducer; and/or
  - C. at any time without prior notice terminate, discontinue or suspend the REFERRAL at the Developer's sole and absolute discretion in which case, the Developer may elect not to award any of the REFERRAL. Such termination, discontinuation or suspension shall not give rise to any claim by the Introducer. If the Developer resumes the REFERRAL, the Introducer shall abide by the Developer's decision regarding resumption of the REFERRAL and the disposition of the REFERRAL; and/or
  - D. at any time amend in the Developer's sole and absolute discretion the list of Projects.

14. The Developer's decisions on all matters relating to the REFERRAL (including but not limited to any inconsistencies in any of these T&C) shall be final, binding and conclusive on the Introducer. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Developer shall be entertained in any way whatsoever
15. The Introducer hereby irrevocably waives all rights to make any oral or written complaints, public announcements or statements on the REFERRAL, unless with the prior written consent of the Developer.
16. The Developer shall not be liable to the Introducer for any failure to fulfil any terms of this T&C for any reason whatsoever including but not limited to any other circumstances of whatsoever nature beyond the control of the Developer.
17. The form shall be binding on the Introducer, heirs and/or personal representatives or Introducer's successors in title, as the case may be, and shall be governed by the laws of Malaysia.
18. Grant the Developer the absolute and unrestricted right to modify, use and/or publish any still or moving image of the participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.