

GLOMAC BERHAD REPEAT REWARD TERMS & CONDITIONS (T&C)

1. Eligibility :-

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

Klang Valley		Johor
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 18th April – 18th 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 repeat buyer programme is not applicable for property that has been booked, sold and/or in the process of legal documentation.

2. The following criteria must be fulfilled in order to be considered as an Existing Property(ies):-

A. the Existing Property(ies) must be purchased directly by the purchaser(s) from any developers under Glomac Berhad. "Glomac Berhad" shall mean any company within Glomac Berhad, its subsidiaries, associates, jointly controlled entities and affiliates ("Glomac Berhad Group") which are involved in property development business;

B. the Existing SPAs (as hereinafter defined) must not be terminated for any reason whatsoever; and

3. For the Purchaser(s) to be eligible for the RBP:-

A. the Purchaser(s) must have fulfilled all the criteria in T&C (2A& 2B). If the sale and purchase agreement entered between the Purchaser(s) and the Developer for the New Property ("New Property SPA") consists of joint-names, at least one (1) of the Purchaser(s) must have fulfilled all the criteria in T&C (2A & 2B);

4. Within thirty (30) days from the date of offer to purchase of the New Property by the Purchaser(s):-
 - A. this form must be completed and signed by the Purchaser(s);
 - B. this form must be acknowledged receipt by the Developer; and
 - C. a copy of the previous purchase sale and purchase agreement between any developer under Glomac Berhad and the purchaser(s) for the "Existing Property(ies)" as proof of purchase or any other relevant documents required by the Developer.
5. 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)*
6. Subject to compliance of T&C 5(A),(B) & (C), the RBP reward, will be given free of interest to the Introducer by the Developer within sixty (60) days.
7. The BRP 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").
8. Subject to compliance of T&C 4 (A),(B) & (C), the RBP, will be given free of interest to the Introducer by the Developer within sixty (60) days.
9. The RBP reward 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").
10. In the event:-
 - A. this T&C is not complied with; and/or
 - B. the Existing SPAs and/or 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 bankruptcy or there is an appointment of an official administrator or liquidator on behalf of the Purchaser(s) on or before the payment of the RBP; 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 Purchaser(s)' entitlement to the RBP shall automatically lapse and be considered null and void;
 - J. the Purchaser(s) shall not be entitled to the RBP or any part thereof; and
 - K. the Purchaser(s) shall not have any actions, claims, proceedings and/or suits in any way whatsoever against the Developer in respect of this form and the RBP.
11. If T&C (10) occurs after the payment of the RBP then the Purchaser(s) confirms that the RBP shall be considered a debt due by the Purchaser(s) to the Developer which shall be immediately repayable by the Purchaser(s) to the Developer. The Developer reserves its right to claim from the Purchaser(s) the RBP in which event all costs and expenses (including solicitor client's costs), if any, incurred to enforce such right shall be borne by the Purchaser(s).
12. The Purchaser(s)' entitlement to the RBP is non-transferable / non-assignable to any third party or to any other properties of the Purchaser(s) for any reason whatsoever.
13. The Purchaser(s) shall abide strictly by this T&C 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 Purchaser(s)' acceptance of participation in the RBP or from breach by the Purchaser(s) of this T&C.
14. The Developer reserves the right to:-
- A. determine the entitlement of the Purchaser(s) for the participation of this RBP and to decide on any other matters pertaining to this RBP and the decision by the Developer shall be final, conclusive and binding on the Purchaser(s); and/or
 - B. at any time in the Developer's sole and absolute discretion, substitute, withdraw, add to or alter any of RBP offered whether in entirety or in part without notice to the Purchaser(s); and/or
 - C. at any time without prior notice terminate, discontinue or suspend the RBP at the Developer's sole and absolute discretion in which case, the Developer may elect not to award any of the RBP. Such termination, discontinuation or suspension shall not give rise to any claim by the Purchaser(s). If the Developer resumes the RBP, the Purchaser(s) shall abide by the Developer's decision regarding resumption of the RBP and the disposition of the RBP; and/or
 - D. at any time amend in the Developer's sole and absolute discretion the list of projects.
15. The Developer's decisions on all matters relating to the RBP (including but not limited to any inconsistencies in any of these terms and conditions) shall be final, binding and conclusive on the Purchaser(s). No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Developer shall be entertained in any way whatsoever.
16. The Purchaser(s) hereby irrevocably waives all rights to make any oral or written complaints, public announcements or statements on the RBP, unless with the prior written consent of the Developer.
17. The Developer shall not be liable to the Purchaser(s) 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.
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.