

## Terms & Conditions

### 1 Definition

- (a) **DNPLAND** means DNP LAND SDN BHD, a company incorporated in Malaysia and having its office at No.166-A, Jalan Padang Tembak, 11400 Penang, Malaysia.
- (b) **DPP** means DNPLAND Privilege Programme, the membership programme operated by DNP Land Sdn Bhd.
- (c) **Member** means any DPP Member who had purchased property(ies) directly from DNPLAND and its associates company in the northern region of Malaysia.
- (d) **Loyal Customer Rebate (LCR)** means the rebate given to DPP Members on the next purchase of participating DPP Properties directly from DNPLAND and its associates company in the northern region of Malaysia.
- (e) **Introducer Cash Reward (ICR)** means the reward given to DPP Member who had successfully introduced non-member/new buyers to purchase participating DPP Properties directly from DNPLAND.
- (f) **SPA** means the duly stamped Sales & Purchase Agreement executed between DNPLAND and the direct purchaser(s) of participating DPP Properties.
- (g) **Net Purchase Price** means the final price after any deductions have been made, for example, Bumiputera discount and/or any other valid promotional discounts/rebates.
- (h) **Personal Data** shall have the same meaning as defined by the Malaysian Data Protection Act 2010.
- (i) **The Management** means the Management of DNP Land Sdn Bhd.

### 2 DPP Membership

- 2.1 The DPP Loyal Customer Reward Scheme is valid from 15<sup>th</sup> February 2015 until such a time when the Management shall, in its absolute discretion, decide to terminate it.
- 2.2 The DPP membership will be granted to each person or company who has purchased participating DPP Properties directly from DNPLAND with an aggregate purchase value of RM 100,000.00 and above after the purchaser had executed the SPA and has paid at least 10% of the purchase price with loan application approved.
- 2.3 For new DPP memberships, in the event a purchase is terminated for any reason whatsoever, the DPP membership shall be terminated immediately.
- 2.4 The DPP membership shall remain with the first owner of the DPP Property even after the said property has been sold, assigned or transferred.
- 2.5 Sub-sale purchasers that would like to join as member can also apply by submitting an application form with proof/copy of SPA. However, acceptance of membership is at the absolute discretion of the DNPLAND Management. Sub-sale purchasers do not entitle for the LCR rebate benefit prior to their direct purchase of participating DPP Properties from DNPLAND.
- 2.6 The DPP membership is non-transferrable. However DPP members can extend their LCR privileges to their immediate family members (legal spouse, children, parents and siblings), PROVIDED the DPP member is the joint purchaser in the next purchase SPA signatories.
- 2.7 The Management may, at its sole discretion, terminate the DPP membership without giving notice or reason.

2.8 In the case of joint purchasers, each purchaser is entitled to membership. Only ONE of the members in the joint purchasers group can enjoy the benefit of LCR Rebate for the next property purchase by filling up the nomination letter. The nomination letter can be obtained from sales personnel at sales gallery.

### **3 DNPLAND Privilege Programme - Related Privileges**

3.1 DPP Members must quote their name and NRIC number at the point of purchase or introduction to qualify for the Loyal Customer Rebate (LCR) or Introducer Cash Reward (ICR).

3.2 DPP Members will be entitled to the LCR Rebate on their next property purchase of participating DPP properties from DNPLAND in the Northern region of Malaysia only. Each member is subject to a maximum of three (3) units per DPP participating projects.

3.3 The entitlement for the Loyal Customer Rebate (LCR) can be checked at the point of purchase by the sales person at the sales gallery, and subject to further verification and approval by the relevant DPP personnel at DNPLAND Penang main office.

#### **3.4 Loyal Customer Rebate (LCR) % :**

The value of the Loyal Customer Rebate (LCR) is a percentage, not exceeding 2.5%, of the net purchase price and based on the total accumulated value of DNPLAND Properties purchased from participating DPP projects before and after the introduction of the new reward scheme.

<b><u>Cumulative Purchase Price</u></b>	<b><u>LCR Entitlement</u></b>
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x < RM 300K	0.5%
RM 300K to < RM 1 Mil	1.0%
RM 1 Mil to < RM 2 Mil	1.5%
RM 2 Mil to < RM 3 Mil	2.0%
RM 3 Mil and above	2.5%

\*LCR Rebate is based on the net discounted price after bumiputera discount and any other promotional rebates/discounts, whichever is applicable.

3.5 The Loyal Customer Rebate (LCR) is a rebate given to Members via a credit note which can only be used to offset the progress billings of the next property purchase. LCR Rebates in the form of Credit Note will be recognised ONLY after all of the followings are being complied with and in the manner herein provided :-

#### **< If taking End-Financing >**

- A. The SPA of the next property purchase shall have been executed and stamped;
- B. The member shall have paid at least 10% of the purchase price;
- C. The loan application shall have been approved, signed and documentation duly completed; and
- D. The DPP rebate shall only be used to offset the 2<sup>nd</sup> progressive billings or subsequent billings prior to the loan portion.

**< If purchase by Cash >**

- A. The SPA of the next property purchase shall have been executed and stamped;
  - B. The member shall have paid at least 10% of the purchase price; and
  - C. The DPP rebate shall only be used to offset the final progressive payment upon vacant possession.
- 3.6 Depending on the accumulated value of the participating DPP Properties purchased, DNPLAND may from time to time review or vary the Loyal Customer Rebate (LCR) without prior notice. DNPLAND may, at its absolute discretion, withdraw the Loyal Customer Rebate (LCR) from a member if the member elects to remove his/her name from the SPA or nominate a third party in his/her place prior to full settlement of the purchase price.
- 3.7 The Introducer Cash Reward (ICR) is given in the form of commission when a DPP member successfully introduces a non-member/new buyer to purchase participating DPP properties directly from DNPLAND. The ICR will be paid out within 30 days after:
- A, the SPA between DNPLAND and the non-member/new purchaser has been executed and stamped;
  - B. at least 10% of the purchase price has been paid;
  - C. the loan application has been approved and documentation duly completed; and
  - D. the Bank's undertaking letter has been received by DNPLAND.
- 3.8 The Introducer Cash Reward (ICR) is only applicable for the referral of non-member or non-existing purchasers of DNPLAND before or during the sales is confirmed (deposit paid). The non-member/new purchaser is required to state the participant/DPP member's name and NRIC number when filling up the Purchaser Reservation Form upon purchase.

**Procedures**

- a. All Participants / DPP Members must register the name(s) of the potential referral(s) with our sales representatives via the BGB (Buyer-Get-Buyer) Referral Form (Forms can be obtained from the sales person) before the sales is concluded.
- b. The BGB Referral Form is valid for one month from the date the form is submitted to the sales person, after which it will be considered null and void. The participant need to fill up a new BGB Referral Form after the one month expiry date, should the potential referral is still under consideration.
- c. This procedure is aimed at establishing and confirming the Introducer who will be entitled to the introducer's fee upon the successful conclusion of the property transaction.
- d. In the unlikely event of representations being made by two or more parties as the introducer for the same potential referral(s) within the same period, the eligible Introducer whose BGB Referral Form is valid and first received by DNPLAND will be entitled to the referral fees.

- e. By completing the BGB Referral Form, the participant/DPP member represents that he/she has obtained consent from the person(s) introduced by him/her to disclose his/her contact details to DNPLAND and the person(s) introduced by him/her has no objections to DNPLAND contacting him/her.
  - f. DNPLAND will not entertain any claim of introducer (ICR) benefit without the proper BGB Referral forms being submitted, with compliance to all the procedures and Terms and conditions as stated above.
- 3.9 DNPLAND will not entertain or liable to pay ICR to any DPP members who fails to comply with the requirements and procedures under Clause 3.8 above but claim to be the introducer after the non-member/new purchaser has made payment of the purchase with DNPLAND.
- 3.10 DNPLAND reserves the right to cancel, suspend, terminate or otherwise change the Loyal Customer Rebate (LCR) and/or the Introducer Cash Reward (ICR) without any reason or prior notice. Upon such cancellation, suspension, termination or changes, DNPLAND shall not be under any obligation to extend the same privileges to the Members.

#### **4 General**

- 4.1 DNPLAND reserves the right to withdraw, suspend, terminate, substitute or vary any of the privileges under the DPP from time to time without prior notice. Any substitution or variation by DNPLAND of any privileges contained herein shall not entitle the Member to any claims or compensation from DNPLAND for any and all losses or damages suffered or incurred by the Member, whether directly or indirectly.
- 4.2 In case of any dispute over the related privileges under the DPP, the decision of DNPLAND shall be final and conclusive.
- 4.3 DNPLAND is not liable for any loss or damage suffered by Members due to any of the following reasons:
- (a) Any failure by a Member to notify DNPLAND that a Loyal Customer Rebate (LCR) and Introducer Cash Reward (ICR) are applicable for a transaction.
  - (b) Any privileges not being available for any reason.
  - (c) Any failure by DNPLAND to notify members of any changes in these DNPLAND Privilege Programme (DPP) Terms and Conditions.
  - (d) The variation and/or suspension and/or termination of the DNPLAND Privilege Programme.
- 4.4 DNPLAND reserves the right to withdraw, suspend or terminate the DNPLAND Privilege Programme (DPP) at any time it deems necessary without assigning any reasons. In such a case, DNPLAND shall give advance notice to the Member in the manner which DNPLAND deems appropriate. Upon notification of such suspension or termination, the DPP benefits shall be nullified and invalidated and DNPLAND shall have no obligation to extend any privileges to the Members.

- 4.5 DNPLAND may reserves the right to use, collect, obtain, store and process all or any of the Member's and/or Non-Member's Personal Data provided by the Member and/or Non-Member to the associates company pursuant to his and/or their purchase of DNPLAND Properties or the application of membership of the DNPLAND Privilege Programme (DPP) or application of the Introducer Cash Reward (ICR) (as the case may be) for the purposes of keeping the Member and/or Non-Member informed or sending to the Member and/or Non-Member updates, news, promotional and marketing mails or materials from DNPLAND and also in relation to DPP.
- 4.6 In consideration of the Member's and/or Non-Member's provision of their Personal Data to DNPLAND, Members and/or Non-Member shall be deemed to have consented to DNPLAND storing and processing the Personal Data and disclosing the Personal Data to relevant governmental authorities or third parties where required by law or for legal purposes. In addition, for shared marketing purposes, Member's and/or Non-Member's Personal Data may be transferred to any associates company of DNPLAND. For the purposes of updating or correcting such data, Member and/or Non-Member may at any time apply to DNPLAND to have access to his Personal Data stored by DNPLAND. Each Member shall be responsible for notifying DNPLAND of any updates to his profile, change of address or any other contact information to enable DNPLAND to send appropriate updates to the said Member. Such notification shall be made in writing to DNPLAND Sales Gallery in Bukit Mertajam or main office in Penang Island.
- 4.7 Employees of DNPLAND, its related companies, and immediate families are not eligible for Introducer Cash Reward (ICR) under DNPLAND Privilege Programme but are eligible for the Loyal Customer Rebate (LCR). Immediate family denotes spouses and children.
- 4.8 DNPLAND Privilege Programme (DPP) is only applicable to participating DPP Projects developed by DNPLAND and its associates Company in the Northern region of Malaysia only.
- 4.9 By participating in the DNPLAND Privilege Programme (DPP), the Member agrees to be bound by these terms and conditions.
- 4.10 DNPLAND reserves the right to add, delete or amend these Terms and Conditions at any time without prior notice.