

PV Referral Rewards **Terms and Conditions**

1.0 Definition

1.1 Platinum Victory means Platinum Victory Holdings Sdn Bhd (881788-K), a company incorporated in Malaysia and having its office at Platinum Victory, Lot 25067, Taman Melati Utama, Setapak 53100 Kuala Lumpur, Malaysia and shall include its subsidiaries and associated companies.

1.2 PV Project(s) means such property or properties developed within development projects undertaken by Platinum Victory and purchased directly from Platinum Victory.

1.3 Participating PV Project(s) means such property or properties that is/are developed or being developed within development projects in Malaysia undertaken by PV and participating in PV Referral Reward Scheme. These project(s) includes Platinum Splendor Residensi Semarak, Platinum OUG Residence and PV18 Residence only and shall exclude all Government Affordable Scheme units such as RUMAWIP units.

1.4 PVRR means PV Referral Rewards, a reward program for PV Purchaser(s). It is managed and operated by the Management, where PV Purchaser(s) get to enjoy Referral Rewards upon successful transaction of sale and purchase by new Purchasers introduced by PV Purchaser(s).

1.5 PV Purchaser means the person who is a direct purchaser of PV Projects from Platinum Victory and who have introduced a Non-PV Purchaser to purchase Participating PV Project(s).

1.6 Non-PV Purchaser means anyone who is not a PV Purchaser.

1.7 PVRR Entitlement means the Cash Reward/Rebate equivalent to 1% of the Net Purchase Price of the Participating PV Project(s) purchased by the Non-PV Purchaser.

1.8 SPA means the sale & purchase agreement duly executed between Platinum Victory and the Purchaser and duly stamped.

1.9 Net Purchase Price means the net purchase price of the Participating PV Project(s) as the case may be, under the relevant SPA after deducting Bumiputra discounts, and/or any other valid promotional discounts, rebates or incentives that is applicable and as the case may be.

1.10 Personal Data shall have the same meaning as defined by the Personal Data Protection Act 2010 including any statutory amendment or re-enactment thereof and supplemented by any regulation, rule, official directive, code of practice or guideline (whether or not having the force of law) issued by the Personal Data Protection Commissioner.

1.11 Differential Sum means the difference between the Purchaser's Loan and the Balance Purchase Price.

1.12 The Management means the management of Platinum Victory.

2.0 PV Purchaser

2.1 Any individual or company who purchased Platinum Victory's property(ies), executed the SPA and settled the Differential Sum and Deposit with the relevant Sales Office will be eligible to become a PV Purchaser.

2.3 The PVRR enjoyed by the PV Purchaser is non-transferable and non-assignable and is only for the exclusive enjoyment of the PV Purchaser.

2.4 Where a company purchases PV Project(s) ("Company"), one (1) director shall be nominated and authorised by the Company ("Authorised Director") to solely operate and deal with the Company's PVRR account and utilise the Company's PVRR Entitlement. To nominate the Authorised Director, the Company must submit the certified true copies of the latest Form 24, Form 49, directors and shareholders' resolution approving the said nomination, and any other supporting documents to the respective Sales Offices for verification and record purposes.

2.5 Any request for change in the Authorised Director shall be notified to the Management by the Company and supported with the requisite directors and shareholders resolutions, certified true copies of the latest Form 24, Form 49 together with any other supporting documents submitted to the respective Sales Offices for verification and amendment.

2.6 In the case of joint buyers, each of the joint buyers is entitled to the PVRR Entitlement and will be identified as an individual.

3.0 PV Referral Rewards

3.1 The PVRR Entitlement is a reward of cash/rebate equivalent to 1% of the Net Purchase Price of the Participating PV Project(s) given to a PV Purchaser for a successful introduction of a Non-PV Purchaser who purchases the said Participating PV Project(s). The PVRR Entitlement shall only be credited into the PV Purchaser's registered account after a Successful Introduction.

3.2 PVRR Entitlement shall only be available for Non-PV Purchaser who booked the Participating PV Project(s) **from 1 August 2018 to 31 December 2018 only ("the Duration")**. Any bookings before or after the Duration shall not be entitled to the PVRR Entitlement.

3.3 **"Successful introduction"** means fulfillment of ALL of the following:

- i. PV Purchaser introduced a Non-PV Purchaser to purchase Participating PV Project(s);
- ii. PV Purchaser shall be present at the respective Sales Office together with the Non-PV Purchaser during the purchase of Participating PV Project(s) by the Non-PV Purchaser for verification purposes;
- iii. PV Purchaser must produce his MyKad and/or quote his name and NRIC No./Passport No. along with SPA documents duly executed with Platinum Victory or its subsidiaries to qualify for the PVRR Entitlement;
- iv. Non-PV Purchaser must have filled-in the PV Purchaser's name and NRIC No./Passport No. in Purchaser's Details Form during the purchase;
- v. Non-PV Purchaser have executed the SPA and Differential Sum payment is received by the relevant Sales Office; and
- vi. Release of first disbursement from end-financier or 20% of the Net Purchase Price for Cash Buyer.

3.4 The PVRR Entitlement for the PV Purchaser(s) is **1%** of the Net Purchase Price of the purchased PV Project(s) by the Non-PV Purchaser(s) after deducting Bumiputra Discounts, and/or any other valid promotional discounts, rebates or incentives that is applicable as the case may be.

Example:

Net Purchase Price

RM560,000.00 (Gross Purchase Price) – RM28,000.00(5% Bumiputra Discounts) – RM53,200.00(10% Rebate) = RM478,800.00(Net Purchase Price).

PVRR Entitlement: RM478,800.00 (Net Purchase Price) x 1% = RM4,788.00

3.5 These PVRR Entitlement can be accumulated and utilised as a Rebate on the Net Purchase Price by the PV Purchaser when he purchases a subsequent PV Project(s) in the future.

3.6 The Management shall not be under any obligation to credit the PVRR Entitlement to any PV Purchaser(s) who has not complied with the requirements and procedures set out under this Section 3.2.

3.7 In the case where more than one (1) PV Purchaser jointly purchase a subsequent PV Project(s), with Non-PV Purchaser(s), such transaction can entitle for PVRR Entitlement.

3.8 The Management reserves the right to cancel, suspend, terminate or otherwise change the PVRR Entitlement without any reason or prior notice. Upon such cancellation, suspension, termination or changes, the Management or Platinum Victory shall not be under any obligation to extend the same privileges to the PV Purchaser(s).

3.9 The Management reserves the right to make changes including to reduce or terminating the number, value, or the expiry period of any existing PVRR Entitlement without further reference to the PV Purchaser(s).

4.0 General

4.1 Unless specified otherwise, the PVRR Entitlement is not valid for use with other ongoing Platinum Victory promotions and discounts.

4.2 The Management reserves the right to withdraw, suspend, terminate, substitute or vary the PVRR Entitlement from time to time without prior notice. Any substitution or variation by the Management of PVRR Entitlement contained therein shall not entitle the PV Purchaser(s) to any

claims or compensation from the Management and/or Platinum Victory for any losses or damages suffered or incurred by the PV Purchaser(s), whether directly or indirectly.

4.3 In case of any dispute over the related privileges under the PVRR Entitlement, the decision of the Management shall be final and conclusive.

4.4 In the event the PVRR Entitlement has been withdrawn, suspended or terminated pursuant to Section 3.7 above, the Management will notify the PV Purchaser(s) in a manner which the Management deems appropriate. Upon notification of such withdrawal, suspension or termination, the Management and/or Platinum Victory shall have no obligation to extend any privileges to the PV Purchaser(s).

4.5 The Management and/or Platinum Victory are not liable for any loss or damage suffered by PV Purchaser(s) due to any of the following reasons: -

- a. any failure by PV Purchasers to notify Sales Offices that an is/are applicable for a transaction;
- b. any delays of issuing payment for PVRR Entitlement;
- c. any failure by the Management to notify PV Purchaser(s) of any changes in these Terms and Conditions;
- d. the variation and/or suspension and/or termination of the PVRR Entitlement.

4.6 The Management and/or Platinum Victory may and reserves the right to use, collect, obtain, store and process all or any of the PV Purchaser's and/or Non-PV Purchaser's Personal Data provided by the PV Purchaser(s) and/or Non-PV Purchaser to the Management and/or Platinum Victory pursuant to his/their purchase of PV Property(ies)/Participating PV Project(s), as the case may be, for the purposes of keeping the PV Purchaser(s) and/or Non-PV Purchaser informed or sending to the PV Purchaser(s) and/or Non-PV Purchaser updates, news, promotional and marketing mails or materials from the Management or Platinum Victory and also in relation to PVRR Entitlement.

4.7 Unless the PV Purchaser(s) or Non-PV Purchaser informs the Management or Platinum Victory otherwise, the PV Purchaser(s) or Non-PV Purchaser shall be deemed to have consented to the Management and/or Platinum Victory storing and processing his Personal Data and disclosing his Personal Data to relevant governmental authorities or third parties where required by law or for legal purposes or necessary for the purposes as stated in Section 4.6 above. In addition, the PV Purchaser's or Non-PV Purchaser's Personal Data may be shared or transferred to any company within Platinum Victory which may also involve sending the data to a location outside Malaysia. For purposes of updating or correcting such data, the PV Purchaser(s) or Non-

PV Purchaser may, at any time apply to the Management or Platinum Victory to have access to his Personal Data stored by the Management or Platinum Victory. Each PV Purchaser(s) shall be responsible for notifying the Management or Platinum Victory of any updates to his profile, change of address or any other contact information. Such notification shall be made in writing to any of Platinum Victory's Sales Office.

4.8 Employees of Platinum Victory or its related companies, and their immediate family members are not eligible to participate in PVRR Entitlement, unless determined otherwise by the Management. Immediate family members denote spouses, children, siblings, parents and parents-in-law.

4.9 The Management shall at its absolute discretion determine the offer period, type of rewards offered under the PVRR Entitlement which may change, vary or alter from time to time and all decisions made by the Management in relation to PVRR Entitlement shall be final and binding on all PV Purchaser(s).

4.10 By participating in the PVRR Entitlement, the Purchaser(s) agree to be bound by these Terms and Conditions.

4.11 The Management reserves the right to add, delete or amend these Terms and Conditions at any time without prior notice. Any alteration to these Terms and Condition will first be published in Platinum Victory's website. (<http://www.platinumvictory.com/main/pdf/pvrrtnc.pdf>)

4.12 In the event of discrepancy between these Terms and Conditions or the Frequently Asked Questions and the latest Terms and Conditions stipulated in Platinum Victory's website, the Terms and Condition stipulated in Platinum Victory's website will take precedence.