



## TERMS & CONDITIONS

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

### Definition

“LBS” means LBS Bina Group Berhad (Company No: 200001015875 (518482-H), a company incorporated in Malaysia and having its office at Plaza Seri Setia, Level 1 – 4, No. 1, Jalan SS9/2, 47300 Petaling Jaya, Selangor Darul Ehsan and its’ subsidiaries, related and associated affiliated companies, whether such companies are residing, situated, carrying on business, incorporated, or constituted within or outside of Malaysia.

“LBS Properties” means any number of unit(s) of residential and/or commercial properties within the development projects undertaken by LBS and/or any of its subsidiaries and/or its selected joint venture projects, and does/do not apply to such property(ies) acquired in subsidiary or secondary transaction(s) and/or industrial and agricultural land/property (ies).

“e-Membership” means the digital membership issued by LBS under the LBS Perks and Plusses Programme.

“LBS Perks and Plusses Programme” means the programme organized by LBS that includes rewards and privileges promoted by LBS at participating outlets for Members to enjoy from time to time and at any time.

“Members” means individual(s) who has/have accepted by LBS Perks and Plusses Programme as participating member(s) of the Programme and granted an e-Membership in accordance to the Terms and Conditions set forth herein.

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

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

### LBS Perks and Plusses Membership:

- The LBS Perks and Plusses Membership is given after verification to every individual or corporate purchaser who has purchased a minimum of one (1) LBS property with a minimum purchase price of RM150,000 (after discount/ rebate) per property from LBS directly by invitation from LBS , such individual or corporate purchaser will be issued an e-Membership for use in connection with the benefits and privileges offered under the LBS Perks and Plusses Programme after the individual or corporate purchaser has executed the SPA.
- The benefits and privileges of the LBS Perks and Plusses Membership shall remain with the first owner of the LBS 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 LBS Perks and Plusses Programme unless such subsequent purchaser, assignor, transferee or the owner subsequently purchase LBS Property(ies) directly from LBS and/ or its subsidiaries.



- In the case of joint purchasers in the purchase of the property, each respective individual named in the Sale and Purchase Agreement (SPA) is entitled to the LBS Perks and Plusses Membership and will be given an individual account starting 1 November 2020.
- In the case of corporate purchaser, LBS Perks and Plusses 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 LBS Perks and Plusses Membership will be deemed cancelled and terminated. All the unclaimed privileges entitlement will be voided.
- The LBS Perks and Plusses Membership is non-transferrable and non-assignable and is for the exclusive use of Members only.
- The e-Membership cannot be used to obtain cash or to exchange for cash or other products or services other than the LBS Perks and Plusses Programme, if applicable.

#### Property Related Privileges

- A rebate equivalent to a percentage not exceeding 2% shall be awarded to all members and the rebate value shall be solely determined by LBS. The Members acknowledges and agrees that not all LBS projects are subjected to this privilege and that LBS reserves the right in its discretion to allocate the LBS projects which are subjected to this privilege.
- It is only applicable to the second and each subsequent purchase of LBS Property(ies) by the members directly from LBS provided always that the member is named as a purchaser in the SPA for the second or each subsequent purchase of LBS Property(ies). No rebate is applicable to the purchase of the first LBS Property. LBS may from time to time review or vary the rebate without prior notice. LBS may at its absolute discretion withdraw rebate from a member if the member elect to remove his/ her name from the SPA prior to the full settlement of the purchase price.

#### Other Benefits

- In order to enjoy the benefits and privileges from the Participating Merchants, the Members must show proof of his/her e- Membership to the Participating outlets (if required by the Participating Merchant) before every transaction. The benefits and privileges 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 LBS 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 benefits and privileges and may at their absolute discretion refuse the use of LBS Perks and Plusses privileges by the Member on sales or promotional items or when the e-Membership is presented together with any other ongoing privilege or discount related vouchers and/or Cards.
- LBS shall not be liable to the Members for any losses, damages, claims and liabilities in any manner whatsoever arising from the Member's 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 Members



with or without obtaining discount through use of the e-Membership. In this respect, LBS 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 Member and the Participating Merchants involved. LBS shall bear no responsibility for resolving such disputes or for the dispute itself.

- The LBS Perks and Plusses program signage displayed on the Participating outlets shall not be taken as a representation and warranty by LBS that all goods and services available at the Participating Merchants' outlet shall be subject to benefits and privileges.
- 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.

### General

- LBS 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 members, whether by LBS or participating merchants or partners ("services and goods" respectively), are provided on an "as is" basis and "as available" basis. LBS 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, LBS 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 members are accurate, LBS does not accept liability or responsibilities for any errors or omissions (including negligence) in such information, publications and advertisements, whether oral or written.
- LBS is and shall not be liable for:
  - ✓ any delay in the issuance of the Members access via LBS Membership Website.
  - ✓ unauthorized use of e-Membership.
  - ✓ unavailability of any privileges for whatever reasons.
  - ✓ any losses or damages that may be suffered by the Members in relation to any amendments or variations to these Terms and Conditions.
- LBS shall not be liable to the Members 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 LBS's negligence (gross or otherwise), or omission or other default) in relation to the Member's use of the e-Membership 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-Membership or any revocation, suspension or restriction of the use of e-Membership.
- The Member shall be liable to pay LBS all legal costs (including but not limited to legal costs on a solicitor and client basis), charges and expenses which LBS may incur in enforcing or seeking to enforce these Terms & Conditions. The Member further undertakes to hold LBS harmless and to indemnify LBS against any liability for loss, damage, costs and expenses (legal or otherwise) which LBS may incur by reason of the provisions herein or in enforcement of its rights hereunder.