

TERMS & CONDITIONS

1.0 Definition

- 1.1 “Mah Sing” means Mah Sing Group Bhd. (Company No. 230149-P), a company incorporated in Malaysia and having its office at Wisma Mah Sing, Penthouse Suite 1, No. 163, Jalan Sungai Besi, 57100 Kuala Lumpur and shall include its subsidiaries.
- 1.2 “Mah Sing property” means any number of unit(s) of property within the property development undertaken by Mah Sing purchased by the Member or non-Member from Mah Sing directly and does not apply to such property or properties acquired in sub-sale or secondary transaction(s).
- 1.3 “M Privilege Card” means the card issued by Mah Sing under the M Privilege Loyalty Programme.
- 1.4 “M Privilege Loyalty Programme” means the programme drawn up with benefits and privileges promoted by Mah Sing for the Members’ enjoyment.
- 1.5 “M Privilege Centre” means the M Privilege Member Service Centre located at Wisma Mah Sing, Penthouse Suite 1, No. 163, Jalan Sungai Besi, 57100 Kuala Lumpur, Malaysia.
- 1.6 “Member” means Corporate Member and/or Individual Member, as the case may be, an eligible member and holding a valid M Privilege Card.
- 1.7 “Corporate Member” means a company that has purchased Mah Sing property from Mah Sing directly, an eligible member and holding a valid M Privilege Card.
- 1.8 “Individual Member” means person(s) who has purchased Mah Sing property from Mah Sing directly, an eligible member and holding a valid M Privilege Card.
- 1.9 “Buyer Repeat Purchase (BRP) Discount” means the discount of the purchase price given to the Member on their next purchase of Mah Sing property from Mah Sing direct sales personnel.
- 1.10 “Buyer-Get-Buyer (BGB) Reward” means the rewards or commissions given to the Member who has introduced a non-Member to purchase Mah Sing property from Mah Sing directly provided always that such non-Member has executed the Sale and Purchase Agreement (SPA), has signed Letter of Offer or Letter of Acceptance and has paid to Mah Sing a sum of not less than five percent (5%) cash after rebates and discount of the purchased price.
- 1.11 “Buyer Birthday Surprise (BBS)” means the discount/rebate given to the Individual Member on Mah Sing property purchased from Mah Sing directly during his/her birthday month only and/or other forms of lifestyle reward/discount.
- 1.12 “Participating Projects” means the property development undertaken by Mah Sing participating in the M Privilege Loyalty Programme from time to time.
- 1.13 “SPA” means the duly stamped Sale and Purchase Agreement executed between Mah Sing and the Member or the non-Member, as the case may be, in respect of the Member’s or non-Member’s purchase of the Mah Sing property.

2.0 M Privilege Membership Eligibility and Enrolment

- 2.1 The M Privilege membership is given free of charge to every person or company who has purchased Mah Sing property with minimum purchase price of RM200,000.00 (after discount/rebate) from Mah Sing directly by invitation basis, such person or company will be issued a M Privilege Card for use in connection with the benefits and privileges offered under the M Privilege Loyalty Programme after such person or company has executed the Sale and Purchase Agreement (SPA) and has paid to Mah Sing a sum of not less than twenty percent (20%) of the purchase price of the Mah Sing property.
- 2.2 In the case of more than one purchaser in the purchase of the property, each purchaser in the Sale and Purchase Agreement (SPA) is entitled to the M Privilege membership and will be given an individual account.
- 2.3 In the case of corporate purchaser, M Privilege membership will be given to the corporate purchaser under its registered name. Such corporate purchaser may not nominate its director(s) or shareholder(s) or any other party(ies) as member of M Privilege.
- 2.4 In the event of termination of Sale and Purchase Agreement (SPA) prior to the complete handover and full payment of the property, the M Privilege membership will be deemed cancelled and terminated. All the previous unclaimed privileges entitlement such as Buyer Repeat Purchase (BRP) Discount, Buyer-Get-Buyer (BGB) Reward and Buyer Birthday Surprise (BBS) will be voided and invalid.
- 2.5 The M Privilege membership shall remain with the first purchaser(s) of the Mah Sing property despite subsequent sale, assignment, transfer or disposal of such Mah Sing property provided the said property has been completely handed over to the owner from Mah Sing upon full settlement. The subsequent purchaser, assignor, transferee or owner of the Mah Sing property is not entitled to the M Privilege membership.
- 2.6 The M Privilege Card is a privilege card which entitles the Member to enjoy the Buyer Repeat Purchase (BRP) Discount, the Buyer Get Buyer (BGB) Reward, the Buyer Birthday Surprise (BBS) and other benefits and privileges offered under the M Privilege Loyalty Programme as provided from time to time.
- 2.7 The M Privilege membership is non-transferable and non-assignable and is for the exclusive use of the Member only.
- 2.8 The M Privilege Card is NOT a credit card or debit card or charge card or others similar thereto. It cannot be used to obtain cash, cash vouchers or to exchange for cash or other products or services.
- 2.9 There are three (3) categories of M Privilege Card, namely Classic, Gold, and Platinum. The type of M Privilege Card is determined by the accumulated value of the Mah Sing property purchased by the Member from Mah Sing directly as follows: -
- (i) Classic
Accumulated value of Mah Sing property purchased up to RM1,000,000.
 - (ii) Gold
Accumulated value of Mah Sing property purchased of RM1,000,001 to RM3,000,000.
 - (iii) Platinum
Accumulated value of Mah Sing property purchased of RM3,000,001 and above.
- In the case of more than one purchaser in the purchase of the property, each purchaser in the Sale and Purchase Agreement (SPA) shall be entitled to the full value of the purchase price in calculating the accumulated value of the Mah Sing property purchased individually.
- 2.10 Mah Sing will use its best reasonable endeavour to upgrade the Member's M Privilege membership based on the latest accumulated value of the properties purchased by the Member. The accumulation of the latest purchase value is only valid, provided if the Member has

executed the Sale and Purchase Agreement (SPA) and has paid to Mah Sing a sum of not less than twenty (20%) percent of latest purchase value.

2.11 The benefits and privileges of Classic, Gold, and Platinum will include but not limited to the following: -

- (a) Buyer Repeat Purchase (BRP) Discount;
- (b) Buyer-Get-Buyer (BGB) Reward;
- (c) Buyer Birthday Surprise (BBS);
- (d) Priority invitation to property launches, events and promotions;
- (e) Soft benefits and privileges with our participating merchants (if any).

*Note - Types of privileges and benefits may vary, change, be amended or cancelled at any time without prior notice to you in accordance with the participating projects.

2.12 The M Privilege Programme is only eligible for Malaysians and Singaporeans, subject to participating projects.

3.0 Member Privileges

3.1 The Member must be an eligible member and present a valid M Privilege Card at the point of purchase or introduction to qualify for the benefits and privileges offered under the M Privilege Loyalty Programme.

3.2 The Buyer Repeat Purchase (BRP) Discount on Mah Sing property is applicable to the next purchase of Mah Sing property by the Member. In the event if the next purchase of Mah Sing property consists of joint purchaser, the Member must be registered as one of the Purchaser during the booking of the Mah Sing property. Mah Sing may at its absolute discretion withdraw the Buyer Repeat Purchase (BRP) Discount from the Member if the Member elects to remove his/her name from the said Sale and Purchase Agreement (SPA) or in the case of more than one purchaser in the purchase of the property, remove his/her name from the said Sale and Purchase Agreement (SPA) or nominate a third party as principal purchaser in the said Sale and Purchase Agreement (SPA) prior to the full settlement of the purchase price.

3.3 The Buyer-Get-Buyer (BGB) Reward is only applicable for introducing the purchaser who is not a Member at the point of introduction. In the case where the Member purchases Mah Sing property from Mah Sing directly jointly with the non-Member(s), the Member is only entitled to the Buyer Repeat Purchase (BRP) Discount. Such Member is not entitled to both the Buyer Repeat Purchase (BRP) Discount and the Buyer-Get-Buyer (BGB) Reward for such purchase.

3.4 The Buyer-Get-Buyer (BGB) Reward may vary in accordance with the participating project(s) and is to be solely determined by Mah Sing at its discretion and subject to the following requirements and procedures: -

- (a) the Member must be present at the Sales Gallery together with the prospective non-Member on the same day, the Member shall make a face-to-face introduction of the prospective non-Member to Mah Sing direct sales personnel during the purchase of Mah Sing property;
- (b) the Member is required to present his or her valid M Privilege Card and MyKad/Passport for verification purposes;
- (c) the Member and prospective non-Member are required to fill in the Buyer-Get-Buyer (BGB) Application Form upon the non-Member signing the booking form and paying the booking fee for the purchase of the Mah Sing property; and
- (d) the relevant Sale and Purchase Agreement (SPA) must not consist of the Member's name and/or any other existing member(s).

- (e) In the event if the Member is unable to present at the Sales Gallery together with the prospective non-Member on the same day during the purchase of Mah Sing property, the prospective non-Member is required to inform Mah Sing direct sales personnel and provide the Member's name and MyKad/passport number or their M Privilege membership number for verification and reward registration purposes;

Any Member who has failed to comply with the above requirements and procedures shall not be entitled to the Buyer-Get-Buyer (BGB) Reward.

- 3.5 The Buyer-Get-Buyer (BGB) Reward will be paid out to the Member by any form as determined by Mah Sing at its sole discretion, after the non-Member introduced by the Member has executed the Sale and Purchase Agreement (SPA), has signed Letter of Offer or Letter of Acceptance and has paid to Mah Sing a sum of not less than five percent (5%) cash after rebates and discount of the purchased price.
- 3.6 The Buyer Birthday Surprise (BBS) may be given to the Individual Member during promotional period(s) based on participating projects. Such promotional period(s) is to be solely determined by Mah Sing at its discretion and subject to such terms and conditions as prescribed by Mah Sing. The discount is given to the Individual Member on their next purchase of Mah Sing property from Mah Sing directly during member's birthday month.
- 3.7 Notwithstanding the above, during promotional period(s), types of promotions, benefits & privileges offered are to be determined by Mah Sing at its sole discretion and subject to such terms and conditions as imposed by Mah Sing from time to time.
- 3.8 The Corporate Member shall not be entitled to the Buyer Birthday Surprise (BBS).

4.0 General

- 4.1 In order to enjoy the benefits and privileges offered under the M Privilege Loyalty Programme, the Member must be an eligible member and present a valid M Privilege Card prior to the transaction being entered and accepted by Mah Sing and/or participating lifestyle merchants.
- 4.2 The property purchase related benefits and privileges offered under the M Privilege Loyalty Programme may not be used in conjunction with other ongoing similar promotions and discounts offered at the respective Participating Projects. Mah Sing reserves its absolute rights and discretion to determine, review or change the types of promotions, benefits and privileges at any time without prior notice.
- 4.3 The pricing, the discounts, the promotion and the availability of such and/or stated in Mah Sing's newsletters, magazines, advertising and promotional collateral, or Mah Sing's website pertaining to the Participating Projects may be changed, varied, suspended, terminated or withdrawn without prior notice by Mah Sing.
- 4.4 Mah Sing reserves the right to withdraw, suspend, terminate, substitute or vary any of the benefits and/or privileges under the M Privilege Loyalty Programme from time to time without prior notice, in which case, the Member shall not be entitled to any claims or compensation whatsoever from Mah Sing for any and all costs, losses or damages incurred or suffered by the Member, whether directly or indirectly.
- 4.5 In case of any dispute relating to the membership, benefits and/or privileges offered under the M Privilege Loyalty Programme, the decision of Mah Sing shall be absolute, final and conclusive.
- 4.6 Mah Sing shall not be liable for any loss or damage suffered by the Member due to any of the following reasons: -
- (a) any unauthorised use of the M Privilege Card;
- (b) any failure of the Member to present a valid M Privilege Card prior to the transaction being entered into in order to enjoy the benefits and privileges offered under the M Privilege Loyalty Programme;
- (c) any benefits and/or privileges offered under the M Privilege Loyalty Programme not being available for any reason whatsoever;

- (d) any failure to notify the Member of any variation in the terms and conditions stated herein and/or under the M Privilege Loyalty Programme;
 - (e) the suspension and/or termination of the M Privilege Loyalty Programme;
 - (f) the suspension and/or termination of the membership of a member; and
 - (g) any breach of the terms and conditions of the M Privilege Loyalty Programme.
- 4.7 Mah Sing reserves its sole and absolute right: -
- (a) to add, delete, vary or amend the terms and conditions stated herein and/or under the M Privilege Loyalty Programme at anytime without prior notice and assigning any reason whatsoever;
 - (b) to withdraw, suspend or terminate the M Privilege Loyalty Programme at any time without prior notice and assigning any reason thereto. Upon said withdrawal, suspension or termination, the M Privilege Card shall be nullified and invalidated and Mah Sing shall have no obligation to extend any benefits and/or privileges under the M Privilege Loyalty Programme to the Members;
 - (c) to decline the issuance of or withdrawal of the M Privilege Card or terminate M Privilege membership at any time without prior notice and without assigning any reason thereto;
 - (d) to decline any requests for transfer of membership, combine of membership, any other requests pertaining to the M Privilege Card or M Privilege membership at any time without prior notice and assigning any reason thereto; and
 - (e) to use and utilize all information obtained from or under or pertaining to the M Privilege Loyalty Programme for marketing purposes and the Member and/or the non-Member introduced by the Member who has purchased Mah Sing property shall be deemed to have consented to Mah Sing of the same.
- 4.8 The Member shall notify Mah Sing in writing of any updates or change of address or any other contact information to enable Mah Sing to notify the Member of any information or updates on M Privilege Loyalty Programme.
- 4.9 If the card has been lost, stolen or damaged, kindly inform M Privilege at 1300-80-6888 (within Malaysia) or +603-9232 6704 (outside Malaysia) for replacement and Mah Sing shall reserve it rights to impose any replacement fees.
- 4.10 The use of the M Privilege Card by the Member automatically infers acceptance of the prevailing terms and conditions of the M Privilege Loyalty Programme.
- 4.11 Any information which the Member provides will be kept confidential and the Member has given his or her consent and authorises Mah Sing to collect, process, disclose and use his or her personal data within Mah Sing Group for the marketing purposes, except that disclosure will be made where required by applicable law or any governmental/regulatory authority or any valid legal process.
- 4.12 For the benefits and privileges offered by the participating merchants (if any), Mah Sing merely provides a platform to M Privilege members to enjoy the privileges and benefits of the products/services of the said merchants; the participating merchants merely an independent contractor. Neither the relationship between the Mah Sing and the participating merchants will create or constitute partnership, a joint venture or an agency relationship and Mah Sing shall not be held responsible and liable in any manner whatsoever for any implications of the products/services provided by the participating merchants.
- 4.13 Whilst every effort has been taken to ensure the accuracy and completeness of the terms and conditions of M Privilege Loyalty Programme, Mah Sing shall take no responsibility and liability

whatsoever and however arising for any inadvertent omissions, errors, misrepresentations, data loss and incomplete information and expressly disclaim any liability whatsoever for any loss, distress and inconveniences arising from or in reliance upon the whole or any part of the contents of the M Privilege brochure, leaflet, banner, forms, terms and conditions and any information or documents whatsoever relating to M Privilege.

4.14 The publication of these Terms and Conditions is on Mah Sing's website: -

- (a) A copy of these Terms and Conditions is published at our website www.mahsing.com.my which may change from time to time and the notification will be provided to the M Privilege Member. In the event Mah Sing changes or varies any Terms and Conditions herein, the amended and updated version will be posted on the aforesaid website.
- (b) Should the M Privilege Member has any inquiry/feedback, please contact M Privilege Member Service Centre bearing the following address, telephone and email address. (or bearing such contact points which Mah Sing may change by notification to the M Privilege member):-

M Privilege Member Service Centre

MS@WORK

Wisma Mah Sing, Penthouse Suite 1,
No. 163, Jalan Sungai Besi, 57100 Kuala Lumpur, Malaysia.

Tel : 1300-80-6888 (within Malaysia) or +603-9232 6704 (outside Malaysia)
Email : mprivilege@mahsing.com.my