

4.8. In addition to clause 4.6 above, the Cardholder shall and shall ensure that any consumer of the Privileges and/or the goods or services rendered by or purchased from the participating outlets or hotels will not howsoever hold the Company and its Management and the Related Entities (and their Management) liable for, and that each the Company and its Management and the Related Entities (and their Management) will also be indemnified from and against any claim, complaint, proceeding, action, dispute or otherwise in connection with:

- (i) any unauthorized use of the Privilege Card.
- (ii) any circumstance or event where the Privileges is not made available to or received by the Cardholder for any reason.
- (iii) any of the Amended Terms and Conditions, and/or the cancellation, substitution, suspension, termination or withdrawal of the Privilege Card and the Privileges.
- (iv) failure in notifying or the non-notification of the Amended Terms and Conditions and/or the cancellation, substitution, suspension, termination or withdrawal of the Privilege Card and the Privileges.
- (v) any failure of the Cardholder to request for the Privileges before the Cardholder enters into any transaction with the participating outlets or hotels.
- (vi) the rejection of any application for the Privilege Card or for replacement/renewal of the Privilege Card.
- (vii) any inconsistency in the treatment or provision of the Privileges by or at the participating outlets or hotels.

4.9. By applying to the Company for the Privilege Card, the Cardholder covenants to be bound by and comply with, and further covenants that any consumer of the Privileges and the goods or services rendered by or purchased from the participating outlets or hotels will accept and comply with, this Terms and Conditions and where applicable, the prevailing terms of the participating outlets or hotels and the Amended Terms and Conditions.

4.10. If any part of this Terms and Conditions is not enforceable, such part shall be severed from this Terms and Conditions and the remaining parts of this Terms and Conditions shall remain in full force and effect.

4.11. Kindly take note of the Company's privacy policy in regard to the Cardholder's personal data, as stated below. The Cardholder shall notify the Company in writing of a change in any personal data provided by the Cardholder.

Personal Data	Data Peribadi
<p>"Personal Data" shall bear the meaning as defined by the Personal Data Protection Act 2010 ("PDPA"), and includes "sensitive personal data" (as also defined by the PDPA). For purposes of processing and issuing you the Tan & Tan Privilege Card ("Purpose"), the data that we may collect and process shall include the following:</p> <ul style="list-style-type: none"> • Information that you provide by filling in the forms required by us for the Purpose including any renewal of the Tan & Tan Privilege Card. • If you contact us, we may keep a record of your correspondence. • Information that you provide to us or that we ascertain during your visit to our office. <p>Where applicable, and in relation to any personal data that may have been or may from time to time hereafter be provided by you and/or obtained independently by us from other lawful sources (if any) in connection with the Purpose:</p> <ol style="list-style-type: none"> 1. you hereby acknowledge, confirm and consent to us collecting, recording, holding, storing, using, dealing with and otherwise processing such personal data, for any of the following purposes: <ol style="list-style-type: none"> I. for our record-keeping in the ordinary course of our business. II. to provide you with information, products, service, new launches, promotions or such other information that we feel may interest you. III. to enable our compliance with any law, rule, regulation, by-law, order, guideline, directive, policy and such other requirements in force and as amended from time to time. 2. you further acknowledge that information given is provided voluntarily and is necessary for the Purpose; and 3. where you provide any personal data for and on behalf of another, you covenant that you have obtained the consent of the data provider and that the personal data are given voluntarily, accurate and complete failing which you shall indemnify us against any claims from such data provider. <p>In conjunction with the Purpose, we are hereby permitted to disclose such personal data to the relevant authorities and/or subsidiaries and/or related companies and/or associate companies who may undertake certain administrative, operational functions, marketing and any activity related thereto for or on behalf of us.</p> <p>You may request in writing for access to and to request for correction of personal data in accordance with the PDPA. In the event of such request or if you have an inquiry or complaint in respect our handling of such personal data, you can contact the Customer Service Manager at Tan & Tan Developments Berhad, Marketing & Sales Headquarters, Suite 5.02, Level 5, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia (Tel: 603 2283 2266 / Fax: 603 2287 8868 / Email: tantan@igbcorp.com).</p>	<p>"Data Peribadi" mempunyai maksud seperti yang ditakrif oleh Akta Perlindungan Data Peribadi 2010 ("PDPA") dan meliputi "data peribadi sensitive" (seperti yang ditakrif oleh PDPA). Berkaitan dengan proses dan pengeluaran kepada anda Tan & Tan Privilege Card ("Tujuan"), data yang pihak kami boleh mengumpul dan memproses termasuk:</p> <ul style="list-style-type: none"> • Informasi yang anda bekalkan dalam pengisian borang-borang kami bagi Tujuan tersebut di atas termasuk apa-apa pembaharuan Tan & Tan Prililegecard. • Jika anda menghubungi pihak kami, kami boleh menyimpan sebagai rekod untuk menghubungi anda. • Informasi yang anda bekalkan atau yang pihak kami perolehi semasa lawatan anda ke pejabat kami. <p>Di mana berkaitan, dan berhubung sebarang data peribadi yang telah atau mungkin dari semasa diberi oleh anda dan/atau yang didapati secara bebas oleh pihak kami dari sumber-sumber lain yang sah (sekiranya ada) yang berkaitan dengan Tujuan tersebut:</p> <ol style="list-style-type: none"> 1. anda mengakui, mengesah dan bersetuju kami mengumpul, merekod, memegang, menyimpan, menggunakan, mengendalikan dan sebagaimana memproses data peribadi tersebut, bagi tujuan berikut: <ol style="list-style-type: none"> I. rekod simpanan kami dalam urusan biasa perniagaan. II. untuk membekalkan kepada anda informasi, produk, servis, perancangan yang baru, promosi atau informasi yang lain yang pihak kami rasa akan memikat anda. III. untuk membolehkan pihak kami mematuhi sebarang undang-undang, rukun, peraturan, undang-undang kecil, perintah, garis petunjuk, surat arahan, polisi, dan lain-lain kehendak yang berkuatkuasa dari masa ke semasa. 2. anda selanjutnya mengakui bahawa informasi yang dibekalkan adalah diberi secara sukrela dan adalah diperlukan untuk Tujuan tersebut; dan 3. di mana anda memberi data peribadi bagi dan untuk pihak lain, anda berwaad bahawa anda telah mendapat persetujuan pemberi data tersebut dan data peribadi adalah diberi secara sukrela, tepat dan lengkap dan anda akan mengantirugi pihak kami terhadap apa-apa tuntutan daripada pemberi data tersebut. <p>Berhubung Tujuan yang dinyatakan di atas, pihak kami adalah dibenarkan untuk mendedahkan data peribadi tersebut kepada pihak-pihak berkuasa berkenaan dan/atau ana-anak syarikat dan/atau syarikat-syarikat yang berkaitan dan/atau syarikat-syarikat bersekutu yang mungkin mengendalikan kerja-kerja pentadbiran yang tertentu, fungsi-fungsi operasi, pemasaran dan aktiviti-aktiviti yang berkenaan untuk atau bagi pihak kami.</p> <p>Anda boleh meminta secara bertulis akses kepada dan untuk meminta pembetulan terhadap data peribadi menurut peruntukan-peruntukan PDPA. Untuk membuat permintaan tersebut, atau sekiranya anda mempunyai sebarang pertanyaan atau aduan berhubung care pengendalian data peribadi tersebut oleh pihak kami, anda boleh menghubungi Pengurus Khidmat Pelanggan di Tan & Tan Developments Berhad, Ibu Pejabat Pemasaran & Jualan, Suite 5.02, Tingkat 5, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia (Tel: 603 2283 2266 / Faks: 603 2287 8868 / Emel: tantan@igbcorp.com).</p>

I hereby acknowledge that I have read, agree, accept and consent to be bound by the privacy policy of the Company and the Terms and Conditions in relation to the Tan & Tan Privilege Card.

Signature: _____

Signature: _____

Principal Cardholder's Name:

Supplementary Cardholder's Name:

Date:

Date:

TAN & TAN Privilege Card



APPLICATION FORM

TAN & TAN DEVELOPMENTS BERHAD
Marketing & Sales Headquarters
Property Showcase
Suite 5.02, Level 5, The Gardens South Tower
Mid Valley City, Lingkaran Syed Putra
59200 Kuala Lumpur, Malaysia.

Tel: (603) 2283 2266 Fax: (603) 2287 8868 Email: tantan@igbcorp.com

Opening Hours: Mondays-Fridays / 9.00am-5.45pm

Principal Cardholder

TITLE	NATIONALITY
NAME ON CARD	NRIC / PASSPORT NO
NRIC NAME	CARD COLLECTION <input type="checkbox"/> REGISTERED MAIL TO YOU <input type="checkbox"/> COLLECT FROM MARKETING & SALES HQ <input type="checkbox"/>
MAILING ADDRESS	
POSTCODE	CITY
STATE	COUNTRY
CONTACT NO	EMAIL
TAN & TAN PROJECT OWNED	
1. _____ UNIT NO. _____	5. _____ UNIT NO. _____
2. _____ UNIT NO. _____	6. _____ UNIT NO. _____
3. _____ UNIT NO. _____	7. _____ UNIT NO. _____
4. _____ UNIT NO. _____	8. _____ UNIT NO. _____

Supplementary Cardholder

TITLE	NATIONALITY
NAME ON CARD	NRIC / PASSPORT NO
NRIC NAME	
MAILING ADDRESS	
POSTCODE	CITY
STATE	COUNTRY
CONTACT NO	EMAIL

TERMS AND CONDITIONS

1. Definitions

In this Terms and Conditions:-

- (i) **“Application Form”** means a valid form issued by the Company to an individual applicant who intends to apply for the Privilege Card, duly completed and signed by the applicant. Such application for the Privilege Card may be approved or rejected by the Company as the Company may determine, and is also subject to this Terms and Conditions.
- (ii) **“Company”** means Tan & Tan Developments Berhad (Company No. 13042-H).
- (iii) **“Cardholder”** means the Principal Cardholder and/or the Supplementary Cardholder.
- (iv) **“Management”** mean the directors, officers, employees, staff and/or representatives of the Company and the Related Entities respectively.
- (v) **“participating outlets or hotels”** means such outlets or hotels (or any of such outlets or hotels) as determined by the Company and at which the Cardholder may, subject to this Terms and Conditions and upon the Cardholder’s request to such outlets or hotels, receive the Privileges.
- (vi) **“Principal Cardholder”** means the individual named/identified as such in the Application Form and who has been issued the Privilege Card and whose personal particulars are printed on the Privilege Card by the Company.
- (vii) **“Privilege Card”** means a valid and subsisting Tan & Tan Privilege Card which may be issued by the Company to a Cardholder. The Privilege Card, when issued, is subject to these Terms and Conditions and the Cardholder’s compliance with this Terms and Conditions.
- (viii) **“Privileges”** means the privileges and/or benefits that may, subject to this Terms and Conditions and upon the Cardholder’s request to the participating outlets or hotels, be provided by, and received by the Cardholder at, the participating outlets or hotels. Please visit the website tantan.com for the Privileges.
- (ix) **“Related Entities”** means collectively, the companies/entities that are deemed related to the Company in accordance with section 6 of the Malaysian Companies Act 1965 or which the Company holds at least 20% equity interest in the said company/entity. “Related Entities” include but not limited to companies/subsidiaries/entities comprised in the group of companies of IGB Corporation Berhad (Company No. 5745-A).
“Related Entity” means any of the Related Entities.
- (x) **“S&P Agreement”** means a sale and purchase agreement executed directly with the Company or certain Related Entities (as determined by the Company), in relation to the direct purchase of selected property (as determined by the Company) from the Company or certain Related Entities (as determined by the Company). Purchase or acquisition of property and/or any other right or interest in property, *via* sub-sale or a secondary market transaction or otherwise, are excluded.
- (xi) **“Supplemental Cardholder”** means the individual named/identified as such in the Application Form, if any, and who has been issued the Privilege Card and whose personal particulars are printed on the Privilege Card by the Company.

2. Nature of the Privilege Card

- 2.1. Subject to Clause 3 below, the Privilege Card is issued by the Company on a complimentary basis to a Cardholder as a token of the Company’s appreciation for the continuous support and loyalty of the purchaser named in the S&P Agreement.
- 2.2. Upon the Cardholder’s request to the participating outlets or hotels, the Cardholder may receive the Privileges at the participating outlets or hotels in accordance with this Terms and Conditions.
- 2.3. The Privilege Card *(i)* is not a credit/debit/charge card or the like and does not bear any cash/monetary/credit value, and *(ii)* may not be used to obtain cash, cash vouchers or exchanged for cash or other goods, articles or services.
- 2.4. The Privilege Card remains at all times the property of the Company, and must be forthwith returned to the Company upon the Company’s request. Without prejudice to any other right or remedy available to the Company, the Company and/or the participating outlets or hotels may cancel, confiscate or decline the Privilege Card and/or the Privileges if any part of this Terms and Conditions is not or has not been complied with.

3. Issuance of the Privilege Card

- 3.1. The Company may invite selected individuals (as determined by the Company) to apply for the Privilege Card and become a Principal Cardholder or a Supplementary Cardholder. The selected individuals may be:
 - (a) where the purchaser named in an S&P Agreement is an individual – such individual whose name appears in the S&P Agreement.
 - (b) where the purchaser named in an S&P Agreement is a body corporate – directors/officers of such body corporate and whose name appears in the S&P Agreement.

The Company will not issue more than one Privilege Card to or for a Cardholder, even if a Cardholder has executed more than one S&P Agreement.

- 3.2. The Privilege Card is valid for the duration as the Company may print on the Privilege Card unless cancelled, confiscated or terminated earlier by the Company. Subject to clause 3.4 and 3.5 below, Cardholder who wishes to renew an expired Privilege Card must apply to the Company. The Company will consider renewing an expired Privilege Card only if the Company receives the Cardholder’s application for renewal.
- 3.3. Please safe keep and secure the Privilege Card against loss, damage, misuse and fraudulent/unauthorised use. Lost or stolen Privilege Card must be notified by the Cardholder to the Company immediately. The Cardholder may apply for a replacement Privilege Card in the event the Privilege Card is lost, stolen or damaged.

- 3.4. In all circumstances, the Company may at its sole discretion approve or (without providing any reason) decline any application for the Privilege Card or for replacement/renewal of the Privilege Card. For purposes of processing the application or replacement/renewal of the Privilege Card, the Company may request the Cardholder’s production of certain documents.
- 3.5. A supplemental Cardholder may not apply to renew his/her expired Privilege Card. An application to renew an expired Privilege Card of or for a Supplemental Cardholder may, subject to the Principal Cardholder’s decision, only be made by the Principal Cardholder to the Company.
- 3.6. Without prejudice to or howsoever limiting the other Terms and Conditions, the Privilege Card of or for a Supplemental Cardholder shall become void if the Privilege Card of or for the corresponding Principal Cardholder becomes void or is cancelled, confiscated or terminated for whatever reason, and the participating outlets or hotels may also decline any of the Privileges to the Supplemental Cardholder if the corresponding Principal Cardholder has been or is declined such Privileges.

4. General Terms

- 4.1. The Privilege Card is for the Cardholder’s exclusive use only. The Privilege Card and the Privileges may not be directly or indirectly transferred or assigned, whether partly or wholly.
- 4.2. When requesting for the Privileges, the Cardholder must present the Privilege Card in person at the participating outlets or hotels to receive the Privileges. For verification purposes, the participating outlets or hotels may request an inspection of the Cardholder’s NRIC and/or other identification documents, and may decline the Privileges if the verification is not satisfactory to the participating outlet or hotel.
- 4.3. The Privilege Card must be presented and the expression “Tan & Tan Privilege Card” must be mentioned to the participating outlets or hotels before the Cardholder enters into any transaction with the participating outlets or hotels. The Privileges are not applicable to previous or retrospective transactions where the Privilege Card was not presented before the entry into such transactions.
- 4.4. The Privileges may not apply together or in conjunction with other promotions, benefits, offers or privileges, or to any tax, duty, levy, service or other charges. The participating outlets or hotels may also from time to time stipulate on their own, additional terms, conditions, qualifications, exclusions and restrictions with regard to the Privileges (**“prevailing terms of the participating outlets or hotels”**); and as such, the Cardholder is advised to inquire and satisfy him/herself of such prevailing terms of the participating outlets or hotels with the participating outlets or hotels directly before entering into any transaction with the intent of requesting for the Privileges.

Such prevailing terms of the participating outlets or hotels may include, amongst other things:

- (i) cancellation, suspension, termination, reduction or change in any of the Privileges.
- (ii) requiring an advance reservation with the participating outlets or hotels, before any of the Privileges can be made available to the Cardholder.
- (iii) in respect of food and beverage – the applicability of the Privilege for dine-in and up to a maximum of 10 persons only; and that the Privileges may not apply to alcoholic drinks, tobacco products, banquet, meeting facilities, promotional items and other matters as the participating outlets or hotels may stipulate.
- (iv) compliance with prevailing house rules or other regulations in regard to admission to and use of the premises of the participating outlets or hotels or any part thereof.
- (v) block out dates and surcharge may apply.

- 4.5. The Company may from time to time without prior notice and without reason *(i)* amend, revise, vary or update this Terms and Conditions and the Privileges, including the availability and duration of the Privileges and specific provisions to regulate certain Privileges (such amended, revised, varied or updated Terms and Conditions or the Privileges is collectively called **“Amended Terms and Conditions”**), and *(ii)* cancel, substitute, suspend, terminate or withdraw the Privilege Card and the Privileges.

- 4.6. The Privilege Card is merely a platform made available by the Company on a goodwill and complimentary basis for the Cardholder to receive the Privileges, and neither the Company nor the participating outlets or hotels is an agent or partner of, or in any joint-venture or any relationship whatsoever with, each other. Without limiting the generality of the foregoing:

- (i) The Company and (to the extent permissible by law) the Related Entities do not make any representation or warranty, whether express or implied, with respect to the availability of the Privileges and do not endorse or recommend *(a)* the quality, safety, suitability or satisfaction of the Privileges and the goods or services rendered by or purchased from the participating outlets or hotels, and *(b)* any advertisement, marketing or other materials/publications made by or on behalf of the participating outlets or hotels.
- (ii) The Cardholder waives/disclaims and shall ensure that any consumer of the Privileges and/or the goods or services rendered by or purchased from the participating outlets or hotels will waive/disclaim all claims, complaints, proceedings, action, disputes or otherwise whatsoever and howsoever arising, including negligence, against the Company and its Management and (to the extent permissible by law) the Related Entities and their Management for any and all loss, damage, cost, expense, injury/death, inconvenience, distress and embarrassment or other reputational/emotional injury that may be suffered by any person, directly or indirectly, in regard to the Privileges and/or the goods or services rendered by or purchased from the participating outlets or hotels.

Any such claim, complaint, proceeding, action, dispute or otherwise whatsoever and howsoever arising shall be resolved solely between the Cardholder and/or the said consumer with the participating outlets or hotels concerned and the Cardholder further covenants to indemnify the Company and its Management and (to the extent permissible by law) the Related Entities and their Management from and against such claims, complaints, proceedings, actions, disputes or otherwise.

- 4.7. In the event of any claim, dispute or complaint in regard to the Privilege Card or the Privileges, the Company is entitled (but not obliged) to resolve and decide upon such claim, dispute and complaint, and such resolution and decision by the Company shall be final, binding and conclusive upon the Cardholder and (where applicable) the consumer of the Privileges. The Cardholder further covenants to indemnify the Company and its Management and (to the extent permissible by law) the Related Entities and their Management from and against such claims, disputes and complaints.