

TERMS & CONDITIONS

1. DEFINITION

5021 Customer Loyalty Programme (the “Loyalty Programme”) is a programme managed by SG Net Private Limited (the “Company”) designed for new customers of the Company.

2. ELIGIBILITY & TERM

- a) All new customers are eligible to participate in this Loyalty Programme (the “Referrers”).
- b) The Referrer is eligible to participate in this Loyalty Programme only one time under his/her own name.
- c) The Loyalty Programme is for a term of twelve (12) months effective from the Qualifying Date (hereinafter defined) (the “Initial Term”) and on the expiry thereof, shall automatically be renewed for successive period(s) of twelve (12) months (each a “Renewed Term”) until terminated pursuant to Item 10(m) or the Loyalty Programme is terminated by the Company, whichever is the earlier.

3. DEFINITION

The word/expression:-

- a) “Additional Purchase(s)” means the additional purchase(s) of Gold Wafers from the Company made after the First Purchase;
- b) “Anniversary Date” means the date next after the expiry of the Initial Term or the Renewed Term as the case may be;
- c) “First Purchase” means the first time purchase of Gold Wafers from the Company in an amount which may be equivalent to or exceeding 50 gram or as the case may be, the first time purchase of Gold Wafers from the Company and such subsequent purchase(s) made amounting to an aggregate of 50 gram;
- d) “Gold Wafers” means the gold wafers of a purity of 999 (24 carat gold) sold by the Company;
- e) “Level 1 Referees” means the successful referrals made directly by the Referrer;
- f) “Level 2 Referees” means the successful referrals made directly by the Level 1 Referees;
- g) “Level 3 Referees” means the successful referrals made directly by the Level 2 Referees;
- h) “Purchase Price” means the prevailing purchase price of the Gold Wafer earned and received by the Company in respect of a particular successful referral or as the case may be, a particular Additional Purchase;
- i) “Qualifying Date” means the date the Referrer registers for the Loyalty Programme;
- j) “Referees” means collectively the Level 1 Referees and Level 2 Referees; and
- k) “successful referral(s)” means referral(s) of new customers (made by the Referrer or the Referees as the case may be) who purchase Gold Wafers from the Company.

4. GOLD WAFERS

The Gold Wafers come in a choice of 10 gram, 20 gram and 50 gram respectively.

5. GOLD POINTS

- a) The Referrer is eligible to earn Gold Points offered under the Loyalty Programme on and subject to the provisions set out herein. Gold Points mean all or any of the gold points referred to in Item 5(d) below. The Company reserves the absolute right not to award the Referrer or allow redemption of the Gold Points if all or any of the provisions herein are not fulfilled.
- b) The Gold Points awarded will be credited into the e-wallet of the Referrer. The Gold Points have a cash value of United States Dollars One (USD 1.00) attached to each Gold Point or such higher or lower amount as may be determined by the Company from time to time and notified to the Referrer. The Gold Points awarded to the Referrer can be used to redeem cash, Gold Wafers or such other items as may be made available by the Company on the Company’s terms and conditions governing redemption. On cash redemption of the Gold Points, their cash equivalent is payable in United States Dollars (USD) or such other currency as may be determined by the Company from time to time.
- c) Unless expressly permitted herein, the Gold Points are not transferable or exchangeable for other items, credit or kind, in part or full.
- d) The Gold Points comprise of all or any of the following three (3):-
 - (i) Referral Gold Points – an award for each successful referral made directly by the Referrer;
 - (ii) Profit Sharing Gold Points– an award for each successful referral made directly by the Referees; and/or
 - (iii) Additional Bonus Gold Points– an additional award for each Additional Purchase of Gold Wafers from the Company.

6. REFERRAL GOLD POINTS

- a) Referral Gold Points are awarded to the Referrer on one (1) level of successful referrals made directly by the Referrer during the Validity Period [hereinafter defined in Item 9(a)].
- b) During the Initial Term, the Referral Gold Points are awarded by reference to the aggregate amount of Gold Wafers purchased by the Referrer at the time of the said successful referral:
 - (i) 10 gram – Gold Points equivalent to 1.00% of the Purchase Price of the Gold Wafers for each successful referral;
 - (ii) 20 gram – Gold Points equivalent to 2.00% of the Purchase Price for each successful referral LESS such Referral Gold Points awarded prior thereto;
 - (iii) 30 gram – Gold Points equivalent to 3.00 % of the Purchase Price for each successful referral LESS such Referral Gold Points awarded prior thereto;
 - (iv) 40 gram – Gold Points equivalent to 4.00% of the Purchase Price for each successful referral LESS such Referral Gold Points awarded prior thereto;
 - (v) 50 gram or more – Gold Points equivalent to 5.00% of the Purchase Price for each successful referral LESS such Referral Gold Points awarded prior thereto.
- c) As an illustration of the Referral Gold Points referred to in sub-item (b) above:

Date	Aggregate Gold Wafers purchased by Referrer	Successful Level 1 Referrals @ Purchase Price	Referral Gold Points
2 June	10 gram	Mr. A @ USD1,000 Mr. B @ USD2,000	1.00% X USD3,000 (Mr. A and Mr. B) = USD30 equivalent to 30 Gold Points (“ Referral Gold Points 1 ”).
3 June	30 gram	Mr. C @ USD2,000 Mr. D @ USD2,000	3.00% X USD7,000 (Mr. A, Mr. B, Mr. C and Mr. D) LESS Referral Gold Points 1 ie: USD210 – USD30 = USD180 equivalent to 180 Gold Points (“ Referral Gold Points 2 ”).
12 August	50 gram	Mr. E @ USD5,000 Mr. F @ USD1,000 Mr. G @ USD2,000	5.00% X USD15,000 (Mr. A, Mr. B, Mr. C, Mr. D, Mr. E, Mr. F and Mr. G) LESS (Referral Gold Points 2-Referral Gold Points 1) ie: USD750 – (USD180+USD30) = USD540 – USD210 = USD540 equivalent to 540 Gold Points.

- d) During the Renewed Term, the Referral Gold Points are awarded as follows:
Gold Points equivalent to 5.00% of the Purchase Price for each successful referral LESS such Referral Gold Points awarded prior thereto.
- e) To be eligible to earn the Referral Gold Points for the Initial Term, the Referrer must have purchased from the Company a minimum of 10 gram Gold Wafers during the Validity Period. To be eligible to earn the Referral Gold Points for the Renewed Term, the Referrer must have purchased from the Company a minimum of 50 gram Gold Wafers during the Validity Period.

7. PROFIT SHARING GOLD POINTS

- a) Profit Sharing Gold Points are awarded to the Referrer on two (2) levels of successful referrals made during the Validity Period in the following manner:-
- (i) Level 2 – Gold Points equivalent to 1.00% of the Purchase Price for each successful referral made directly by the Level 1 Referees; and
 - (ii) Level 3 – Gold Points equivalent to 0.50% of the Purchase Price for each successful referral made directly by the Level 2 Referees.
- b) To be eligible to earn the Profit Sharing Gold Points for Level 2, the Referrer must have purchased from the Company a minimum aggregate of 60 gram Gold Wafers during the Validity Period.
- c) To be eligible to earn the Profit Sharing Gold Points for Level 3, the Referrer must have purchased from the Company an aggregate of 70 gram or more Gold Wafers during the Validity Period.

8. ADDITIONAL BONUS GOLD POINTS

- a) The Additional Bonus Gold Points are awarded to the Referrer on three (3) levels of Additional Purchase during the Validity Period by the Level 1 Referees, Level 2 Referees and Level 3 Referees respectively in the following manner:
- (i) Level 1 – Gold Points equivalent to 5.00% of the Purchase Price for each Additional Purchase by the Level 1 Referees;
 - (ii) Level 2 – Gold Points equivalent to 1.00% of the Purchase Price for each Additional Purchase by the Level 2 Referees;
 - (iii) Level 3 – Gold Points equivalent to 0.50% of the Purchase Price for each Additional Purchase by the Level 3 Referees.
- b) To be eligible to earn the Additional Bonus Gold Points for Level 1 and/or Level 2 and/or Level 3, the Referrer must have purchased from the Company an aggregate of 100 gram or more Gold Wafers during the Validity Period.

9. VALIDITY PERIOD OF GOLD POINTS

- a) Referral Gold Points: Subject to Item 6 above, the Referrer is eligible to earn the Referral Gold Points effective from the Qualifying Date or the Anniversary Date, as the case may be if the Referrer has purchased from the Company a minimum of 10 gram Gold Wafers within twelve (12) calendar months from the Qualifying Date or the Anniversary Date, as the case may be (the “Validity Period”). If the Referrer has not purchased a minimum of 10 gram Gold Wafers from the Company during the Validity Period, the Referrer shall not be eligible to earn the Referral Gold Points.
- b) Level 2 Profit Sharing Gold Points: Subject to Item 7 above, the Referrer is eligible to earn the Level 2 Profit Sharing Gold Points effective from the Qualifying Date or the Anniversary Date, as the case may be. The Referrer is eligible to earn the Level 2 Profit Sharing Gold Points if the Referrer has purchased from the Company a minimum aggregate of 60 gram Gold Wafers during

the Validity Period. If the Referrer has not purchased a minimum aggregate of 60 gram Gold Wafers from the Company during the Validity Period, the Referrer shall not be eligible to earn the Level 2 Profit Sharing Gold Points.

- c) Level 3 Profit Sharing Gold Points: Subject to Item 7 above, the Referrer is eligible to earn the Level 3 Profit Sharing Gold Points effective from the Qualifying Date or the Anniversary Date, as the case may be. The Referrer is eligible to earn the Level 3 Profit Sharing Gold Points if the Referrer has purchased from the Company an aggregate of 70 gram or more Gold Wafers during the Validity Period. If the Referrer has not purchased an aggregate of 70 gram or more Gold Wafers from the Company during the Validity Period, the Referrer shall not be eligible to earn the Level 3 Profit Sharing Gold Points.
- d) Additional Bonus Gold Points: Subject to Item 8 above, the Referrer is eligible to earn the Additional Bonus Gold Points effective from the Qualifying Date or the Anniversary Date, as the case may be. To be eligible for the Additional Bonus Gold Points, the Referrer must have purchased from the Company an aggregate of 100 gram or more Gold Wafers during the Validity Period. If the Referrer has not purchased from the Company an aggregate of 100 gram or more Gold Wafers during the Validity Period, the Referrer shall not be eligible to earn the Additional Bonus Gold Points.

10. OTHERS

- a) The Company's decision on all matters relating to the Loyalty Programme and/or the Gold Points will be final, conclusive and binding on all parties. No correspondence or attempts to dispute such decisions will be entertained. By participating in the Loyalty Programme, it is deemed that the Referrer agrees to be bound by these Terms and Conditions.
- b) The Company shall not be liable in any way whatsoever for any injury or loss (including but not limited to loss of profit or anticipated profit, loss of contract, consequential loss, anticipated savings, economic loss, loss of goodwill or reputation, loss of lives or valuables) or damage or inconvenience or embarrassment whatsoever or howsoever suffered or sustained by the Referrer arising or resulting, directly or indirectly, in whole or in part, from their participation in the Loyalty Programme or as a result of any act of or omission on the part of the Company.
- c) The Company shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lock-out, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Company.
- d) In no event will the Company be liable for any direct, indirect, incidental or consequential loss (including without limitation, loss of income, profits savings, revenue, reputation or goodwill, anticipated savings, economic loss, embarrassment or inconvenience) or consequential, special, direct, indirect, exemplary or punitive damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Loyalty Programme, even if the Company has been advised of the possibility of such loss or damages in advance, and all such loss and/or damages are expressly excluded.
- e) The Company may, at any time and from time to time at its sole and absolute discretion, vary modify delete or add to these Terms and Conditions and/or delete vary or cancel all or any of the Gold Points awarded under the Loyalty Programme and/or vary change or modify the number of Gold Points to be awarded or the cash value attached to the Gold Points and/or the manner of computing the Gold Points and/or their cash value and/or vary, modify, suspend (for any length of time or indefinitely) or terminate the Loyalty Programme without any prior notice to the Referrers. Variations, modifications, deletions or additions to these Terms and Conditions and/or deletion, variation or cancellation of any Gold Points and/or the variation change or modification of the number of Gold Points or their cash value amount and/or manner of computing the Gold Points and/or their cash value and/or the variation, modification, suspension or termination of the Loyalty Programme may be made by posting a general notice in any of the Company's payment and collection centres or the Loyalty Programme's website and the notice shall take effect from the date set out in the notice and, if no date is stated, will take effect from the date of such notice.
- f) The Terms and Conditions shall be governed by the laws of The Republic of Singapore, and the parties shall be deemed to have agreed to submit to the non-exclusive jurisdiction of the courts in The Republic of Singapore.
- g) In the event there are any inconsistency, ambiguity, conflict or discrepancy (i) between the English version of these Terms and Conditions and the translation of these Terms and Conditions in any other language; (ii) of any term, condition, provision or representation in any brochure, marketing or promotional material with these terms and conditions in English or other language, the English version of these Terms and Conditions shall prevail.
- h) Any term, condition, stipulation, provision or undertaking in this Terms and Conditions which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking contained in this Terms and Conditions.
- i) The Company shall have a lien upon and a right of set-off against all or any Gold Points and/or the cash value attached to the Gold Points and such lien and right of set-off may be exercised without demand upon or notice to the Referrer. The Company may without notice to the Referrer set-off all or any Gold Points and/or the cash value attached to the Gold Points payable to the Referrer towards satisfaction of any monies owing from the Referrer to the Company under this Loyalty Programme or on any account whatsoever.
- j) In addition to the Company's right in item 10(i) above, the Company reserves the right to withhold all or any of the Gold Points to be awarded to and/or redemption of the Gold Points by the Referrer until all monies owing from the Referrer to the Company under the Loyalty Programme or on any account whatsoever is fully paid to the Company.
- k) Without prejudice to the rights of the Company contained in Items 10(i) and (j) above and at law, the Company shall be at liberty to take whatever action the Company deems fit by this Terms and Conditions or by statute or otherwise shall be entitled to exercise such rights concurrently to recover all monies due and owing by the Referrer to the Company and the Company is under no legal obligation to realise and/or exhaust any of the rights contained in this Terms and Conditions.
- l) Service of demand or legal process shall be in the manner permitted by law.
- m) Notwithstanding the Initial Term or the Renewed Term, as the case may be, either the Referrer or the Company may at any time, terminate the Referrer's participation in the Loyalty Programme without cause by giving the other party three (3) months prior written notice.