

# SMART RENTAL PLANET POINTS REWARD PROGRAMME TERMS AND CONDITIONS

These terms and conditions ("**Terms**") govern your participation in the "Smart Rental Planet Points Reward Programme" ("**Reward Programme**") offered by Linear Channel Sdn Bhd (Registration No. 199901014698 (489598-X)) (hereinafter referred to as "**Smart Rental**", "**SR**", "we", "us", "our").

These Terms are supplemental to and shall be read in conjunction with any of the agreement entered between you and Smart Rental ("**Principal Agreement**"), including but not limited to the Smart Agility Program Subscription & Service Agreement. In the event of any conflict or inconsistency between these Terms and any relevant terms of the Principal Agreement, the provisions of these Terms shall prevail to the extent of such conflict.

# 1. Introduction to Smart Rental Planet Points Reward Programme

- 1.1. This Reward Programme is a new offering introduced by Smart Rental to its customer who has purchased and/ or subscribed to any of Smart Rental's subscription plans, products, or services (hereinafter referred as "Customer" or "you"). Under this Reward Programme, Customer who meets the Eligibility Conditions (as hereinafter defined) will be allocated and awarded with Smart Rental Planet Points ("Planet Points") which will be calculated and awarded based on the value of the Customer's purchase and/ or subscription with Smart Rental, subject to the value to point conversion rate as stipulated in Clause 4.2 below ("Conversion Rate"), in which for every Ringgit Malaysia One (RM1.00) of purchase and/ or subscription made by the Customer which are eligible to be converted to Planet Points based on the Conversion Rate, the Customer will be entitled to 1 Planet Point.
- 1.2. Upon being awarded with the relevant Planet Points, the Customer is entitled to redeem, apply and utilise the Planet Points to wholly or partially offset the Planet Points against any payment to be made by the Customer in respect of any subsequent orders, purchases or subscriptions made by the Customer, whether in respect of the plans or products offered by Smart Rental, or by any of our selected partners.
- 1.3. The Customer's purchase and/or subscription of Smart Rental's subscription plans, products, or services does not grant the Customer an automatic right to participate in the Reward Programme, instead, the Customer's right to participation shall be subject to satisfaction and fulfilment by the Customer of the Eligibility Conditions (as hereinafter defined) as laid down in Clause 3 herein.

### 2. Acknowledgement and Consent

2.1. By executing your signature in the signature box below and indicating your acceptance of these Terms ("Acknowledgement and Acceptance Slip"), you:





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- 2.1.1. acknowledge that you have read and understood these Terms;
- 2.1.2. represent that you are of legal age to enter into a binding agreement; and
- 2.1.3. accept these Terms and agree that you are legally bound by its terms.
- 2.2. We reserve the right, in our sole and absolute discretion, to modify, vary, amend, change and/or update these Terms at any time as we deem fit and with reasonable notice to you (for example, by posting an update on our website, or by emailing the updated terms and conditions to you). Such modifications, variations, amendments, changes and/or updates to this Terms shall be effective upon the posting of an updated version on our website. You agree that it shall be your responsibility to review these Terms regularly to ensure your understanding of these Terms is current.

## 3. Eligibility

- 3.1. To be eligible to participate in the Reward Programme, the Customer shall satisfy the following conditions ("Eligibility Conditions"):
  - 3.1.1. you shall enter into an agreement with Smart Rental to purchase and/or subscribe any of Smart Rental's products or services, provided that such purchase and/or subscription shall encompass at least a minimum of ten (10) units of products offered by Smart Rental ("Qualified Transaction"); and
  - 3.1.2. there is no outstanding sum or any money due from or payable by you to Smart Rental.

#### 4. Reward Programme

- 4.1. Subject to your satisfaction of the Eligibility Conditions, upon our receipt of your Acknowledgement and Acceptance Slip, you shall be entitled to be awarded with Planet Points for every Qualified Transaction you made and/or subscribe under the Reward Programme.
- 4.2. The Planet Points are awarded to you based on the following Conversion Rate, as may be updated by Smart Rental from time to time, whereby the rate varies based on the plan or product purchased and/or subscribed by you from Smart Rental.

Planet Points		
Product Range	Conversion Rate	
SSS-STU	100%	The state of the s
SSS - STO	30%	Salar English
SAP - STU	50%	JAT LEA
SAP - STO	15%	
Smart Interactive Board-STO	30%	
Extra warranty (renewal with no claim)	100%	



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- 4.3. Smart Rental may from time to time, by way of written notification to you and at its sole and absolute discretion, increase or decrease the Conversion Rate of the Planet Points to be awarded to you for each Qualified Transaction. You shall not be entitled to request from Smart Rental for any explanation pertaining the calculation method (for crediting the Planet Points) or other matters relating to the Planet Points for whatsoever purposes.
- 4.4. Upon receiving payment from you in respect of the plans or products purchased or subscribed by you from Smart Rental in accordance with the payment terms as stipulated in the Principal Agreement, Smart Rental will credit the relevant Planet Points to your account to be maintained in such manner to be determined by Smart Rental in its sole and absolute discretion ("Planet Points Account").
- 4.5. For the avoidance of doubt, the total Awarded Planet Points awarded to you will not immediately be credited into your Planet Points Account, instead, these Awarded Planet Points will be distributed equally over a period of eighty-four (84) months, with an equal monthly credit to your Planet Points Account ("Monthly Accrued Planet Points").
- 4.6. The Monthly Accrued Planet Points will be credited to your Planet Points Account on the day corresponding to the effective date of the Principal Agreement for each calendar month, following the month Smart Rental receives payment from you for the plans or products purchased or subscribed, in accordance with the payment terms as stipulated in the Principal Agreement. For the avoidance of doubt, the specific crediting day of the Monthly Accrued Planet Points for the respective month will align with the effective date of the Principal Agreement, subject to your timely payment of the plans or products purchased or subscribed by you with Smart Rental.
- 4.7. If you fail to fulfil your payment obligations as outlined in the Principal Agreement, you acknowledge and agree that the Monthly Accrued Planet Points will be forfeited for that relevant month.
- 4.8. Each Planet Point awarded to you under the Reward Programme shall be subject to the following conditions:
  - 4.8.1. each Planet Point shall be non-transferable and cannot be exchanged for cash or any form of valuable instrument, and shall be for your personal use only;
  - 4.8.2. each Planet Point is not entitled to be utilised or applied for the purchase and/or subscription of any plan or product offered by Smart Rental or any of our selected partners that is the subject of any offer or promotion; and
  - 4.8.3. each Planet Point shall have a validity period of thirty (30) months from the date of the Planet Point being credited into your Planet Points Account ("Validity Period"), and you are encouraged to redeem, apply and utilise your Planet Points for the



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purchase or subscription of any new plans or products offered by Smart Rental, or any of its selected partners within the Validity Period. The Planet Points awarded to you which have not been redeemed, applied and utilised within the Validity Period will be forfeited and cancelled from your Planet Points Account upon the expiration of the Validity Period.

- 4.9. Upon termination of the Principal Agreement and cancellation of your subscription plan under the Principal Agreement, all the Monthly Accrued Planet Points credited to your Planet Points Account which remain unutilised and unexpired will remain available for redemption in your Planet Points Account subject to the Validity Period. For the avoidance of doubt, any and all outstanding Planet Points which have not yet been credited to your Planet Points Account at the time of termination of the Principal Agreement and cancellation of your subscription plan, shall be automatically forfeited upon termination of the Principal Agreement.
- 4.10. In the event you have breached any agreement entered between you and Smart Rental, you agree and acknowledge that Smart Rental shall entitled and have the right to forfeit and cancel all of the Planet Points credited and accumulated in your Planet Points Account. For the avoidance of doubt, such forfeited Planet Points shall not in any event be reinstated into your Planet Points Account unless otherwise decided by Smart Rental in its sole and absolute discretion.

#### 5. Reward Redemption

5.1. Subject to compliance by you of the Principal Agreement and the Terms herein, you may redeem, apply and utilise your Planet Points ("Reward Redemption") to fully or partially offset any payment to be made by you in respect of any subsequent orders, purchases or subscriptions of plans or products offered by Smart Rental, or by any of our selected partners, in accordance with the following methods of redemption:

#### 5.1.1. Full Redemption

- (a) Provided that you have accumulated a sufficient number of Planet Points in your Planet Points Account, you may be entitled to offset the entire amount of your orders, purchases or subscriptions to be made to Smart Rental, or our selected partner against the Planet Points accumulated in your Planet Points Account.
- (b) All the Planet Points redeemed by you which have been applied to offset against the payment of your orders, purchases or subscriptions to be made to Smart Rental, or our selected partner shall not be reversed or refundable and will be deducted instantly from your Planet Points Account.





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#### 5.1.2. Partial Redemption

- (a) In the event that you do not have sufficient number of Planet Points in your Planet Points Account, you shall only be entitled to offset partially the amount of your orders, purchases or subscriptions to be made to Smart Rental, or our selected partner against the Planet Points accumulated in your Planet Points Account, and the remaining balance of the payments to be made to Smart Rental, or our selected partner shall be paid in cash.
- 5.2. For the avoidance of doubt, you shall not be entitled to Reward Redemption of Planet Points in respect of the relevant orders, purchases or subscriptions in respect of which the Planet Points have been credited.
- 5.3. Planet Point Redemption Process
  - 5.3.1. Upon accumulating a sufficient number of Planet Points in your Planet Points Account, you may make your request to redeem your Planet Points by contacting any Smart Rental's personnel and providing all the documents and/ or information required by Smart Rental to process your application.
  - 5.3.2. After submitting your request to redeem your Planet Points, Smart Rental will verify your request and respond to your request accordingly within forty-eight (48) hours. Smart Rental shall either (a) accept and process your request, or (b) decline your request and notify you of the basis of such decision made by Smart Rental.
  - 5.3.3. Smart Rental may decline your request in respect of the Reward Redemption in the following circumstances:
    - (a) you have insufficient Planet Points in your Planet Points Account for purposes of the Reward Redemption;
    - (b) the plan or product selected by you for Reward Redemption is no longer made available by Smart Rental or its selected partners;
    - (c) there is outstanding sums or money due from or payable by you to Smart Rental; or
    - (d) Smart Rental reasonably believes that the request for Reward Redemption is suspicious, illegal or involves fraud or any dishonest activities.
- 5.4. You agree and acknowledge that Smart Rental's decision in relation to the Reward Redemption shall be final, conclusive and binding on you under all circumstances, and Smart Rental will not entertain any enquiry, complaint or appeal in relation thereto from any person whatsoever.



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## 6. Governing Law

This Terms shall be construed according to and governed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the courts of Malaysia.

## 7. Contact

If you wish to contact us for any enquiries or matters relating to the Reward Programme, please send us an email at support@smartrental.my.