



SAGE PAYROLL GIVEAWAY PROGRAMME FOR CUSTOMERS

THIS AGREEMENT IS ENTERED INTO BETWEEN THE PARTICIPATING CUSTOMER (“CUSTOMER”) AND THE FOLLOWING SAGE ENTITY (“SAGE”) IN RELATION TO THE CUSTOMER INCENTIVE PROGRAMME (“PROGRAMME”):

- A. IF YOU ARE DOMICILED IN OR YOUR COMPANY, BUSINESS OR ORGANIZATION IS BASED IN SINGAPORE, HONG KONG, CHINA, THAILAND, INDIA, PHILIPPINES, INDONESIA, CAMBODIA, MYANMAR, VIETNAM, JAPAN, SOUTH KOREA, SRI LANKA, TAIWAN (COLLECTIVELY REFERRED TO “ASIA”), THEN YOU WILL BE CONTRACTING WITH SAGE SOFTWARE ASIA PTE. LTD. OF 12 MARINA VIEW #25-02/03 ASIA SQUARE TOWER 2 SINGAPORE 018961.
- B. IF YOU ARE DOMICILED IN OR YOUR COMPANY, BUSINESS OR ORGANIZATION IS BASED IN MALAYSIA, THEN YOU WILL BE CONTRACTING WITH SAGE SOFTWARE SDN. BHD. OF SUITE 1B-6, LEVEL 6, BLOCK 1B, PLAZA SENTRAL JALAN STESEN SENTRAL 5, KUALA LUMPUR SENTRAL, KUALA LUMPUR, MALAYSIA-50470.

THIS AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN THE PARTIES IN RELATION TO SAGE’S REWARDS AND INCENTIVE PROGRAMME, DETAILS OF WHICH ARE SET OUT IN SCHEDULE 1. IN THE EVENT OF CONFLICT OR INCONSISTENCIES BETWEEN THE TERMS AND CONDITIONS SET OUT IN SCHEDULE 1 AND THE TERMS AND CONDITIONS SET FORTH HEREIN, THE TERMS AND CONDITIONS HEREIN SHALL PREVAIL.

THE PURPOSE OF THE PROGRAMME IS TO REWARD AND INCENTIVISE CUSTOMERS WHO HAVE FULFILLED THE ELIGIBILITY REQUIREMENT DURING THE PARTICIPATING PERIOD.

BY PARTICIPATING IN THE PROGRAMME, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Customer Programme

- 1.1 **General.** This Programme allows eligible participating customers (“**Eligible Participating Customers**”) to earn cashback in the amount set out in Schedule 1 upon fulfilment of the Eligibility Requirements (as set out in Schedule 1). Additional details of the Programme shall be set out in Schedule 1.
- 1.2 **Eligibility Requirements.** Unless otherwise specified in Schedule 1, any Customer may participate in this Programme (“**Participating Customer**”). However, to become an Eligible Participating Customer, the Participating Customer will have to fulfil the following eligibility requirements (“**Eligibility Requirements**”):
 - (a) Participating Customer will have to enter into or maintain a valid agreement with Sage for the purchase of the Sage product and services, which makes reference to the end user license agreement for the specific product and services (“**Customer Agreement**”). For the avoidance of doubt, the Customer Agreement shall be in the form and/or format agreed by Sage. Any breach of the Customer Agreement or any terms and conditions contained herein will result in automatic disqualification (i.e. outstanding amount due and payable under the Customer Agreement which have not been paid etc.).
 - (b) Participation instructions are set out in Schedule 1. Customers are to strictly adhere to the instructions in order to participate in the Programme (“**Participation Instructions**”).
 - (c) Participating Customers will have to fulfil any additional eligibility requirements set out in Schedule 1 hereto.
- 1.3 **Participating Period.** The duration or period of the Programme shall be set forth in Schedule 1 (“**Participating Period**”).
- 1.4 **Non-Exchangeable and Non-Transferrable.** Unless otherwise specified in Schedule 1 hereto, Cashback



issued to Eligible Participating Customers are non-exchangeable (i.e. cannot be exchanged for other prizes or gifts), and non-transferrable (i.e. cannot be issued to another entity whatsoever). Upon receipt however, you are entitled to transfer the Cashback to the person, individual or entity you deem appropriate.

- 1.5 **Non-Refundable.** Participation in this Programme shall be at the Participating Customers own risk. Sage shall not be responsible for refunding any orders put through to Sage under this Programme (i.e. refunds of the orders made as a result of this Programme).

- 1.6 **Other Discounts and Promotions.** Any other discounts and promotion shall not be applicable in conjunction with this Programme.

2. **Variation, Suspension, Termination and Disqualification.**

- 2.1 Sage reserves the right to vary, amend, suspend or terminate the Programme. Sage may notify the Participating Customer of any such change(s) to these terms and conditions (including any changes to the Programme) by (a) notifying the Customer through email; or (b) posting such changes on the Sage website, or by such other means of communication as Sage may determine in its absolute discretion. Participating Customer(s) shall be deemed to have agreed with and accepted such change(s) through continued participation in the Programme.

- 2.2 Customers who have (a) breached any terms and conditions of this Agreement; and/or (b) terminated their Customer Agreement with Sage may be disqualified from participating in the Programme without any notice whatsoever. In addition, Sage reserves the right, in its sole discretion to exclude or disqualify any Customers from the Programme even if these Customers fulfil the Eligibility Requirement and/or adhered to the Participation Instructions set forth in this Agreement.

3. **Warranties and Exclusion of Liability**

Sage hereby disclaims to the fullest extent permitted by applicable law, all warranties and conditions, either express, implied, or statutory, including without limitation as to satisfactory quality, merchantability, or fitness for a particular purpose, lack of accuracy or completeness as to responses, or results, and lack of reasonable due diligence or efforts by the respective vendor, manufacturer or service provider of the goods and/or services received under the Programme. Any disputes with regards to the quality or performance of the goods and/or services should be resolved directly with the Merchant and Sage shall not be liable for any claim arising from or relating to any Programme hereunder.

PARTICIPATING CUSTOMERS ASSUME FULL AND SOLE RESPONSIBILITY FOR PARTICIPATING IN THIS PROGRAMME TO ACHIEVE ITS INTENDED BENEFIT AND/OR PURPOSE.

4. **Anti-Bribery and Corruption**

You will and will ensure that persons associated with you:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”);
- (b) not engage in any activity, practice or conduct which would constitute an offence any of the Relevant Requirements;
- (c) not do, or omit to do, any act that may lead us to be in breach of any of the Relevant Requirements;
- (d) promptly report to us any request or demand for any undue financial or other advantage received by you in connection with your participation in the Programme;
- (e) have and maintain in place throughout your participation in the Programme your own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- (f) if requested, provide us with reasonable assistance, to enable us to perform any activity required by

any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.

5. Conflicts of Interest

The Customer shall ensure that no conflict of interests arises between the interests of Sage and the interests of the Customer. The Customer shall notify Sage in writing as soon as is practically reasonable if it is aware of any potential conflict of interests and shall follow Sage's reasonable instructions to avoid, or bring to an end, any conflict of interests. In this regard, Conflict of Interest is defined as follows: A situation in which a Sage Customer has competing interest or loyalties which could impact their ability to act objectively and fairly in their capacity as a Sage Customer.

6. Data Protection and Privacy

Where we process on your behalf, any data or information classified as personal information under applicable data protection and privacy laws, we shall process such personal information in accordance with our privacy policy as set forth at <http://www.sage.com/en-sg/footer/privacy-and-cookies>. Accordingly, you hereby provide your consent (and you agree to procure consent from your employees) for the purpose of this Programme. In addition, pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the parties further agree to comply with the data protection and privacy terms set out in: <https://www.sage.com/en-sg/data-processing-addendum>.

7. General

- 7.1 **Dispute.** In the event of any disputes, the parties shall mutually discuss and agree in good faith on a resolution. Notwithstanding the foregoing, Sage's decision on all matters and disputes concerning the Programme shall be final and binding on the Participating Customer.
- 7.2 **No Assignment.** This Agreement, and your participation in the Programme is personal to you and you may not assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) your membership to the Program without our prior written consent.
- 7.3 **Sub-contract.** Sage shall have the absolute discretion to use agents, contractors or correspondents to administer and/or implement the Programme and Sage shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors or correspondents.
- 7.4 **Severability.** If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we and you will treat the relevant part of the wording as if it is deleted.
- 7.5 **Rights of Third Parties.** A person who is not an eligible participant of the Programme may not enforce any of these terms under the Contracts (Rights of Third Parties) Act 2001 and notwithstanding any term herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these terms and conditions.
- 7.6 **Meaning and Expressions.** All capitalised words and expressions in these terms and conditions shall, unless otherwise defined herein, have the same meanings as defined in Schedule 1.
- 7.7 **Governing Law.** This Agreement shall be subject to the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

Schedule 1
Programme Details

Cashback

As a special “Sage Payroll Giveaway” celebration offer, qualifying purchases are eligible to receive cashback. To redeem, simply fill in and return our redemption form, and receive the cashback amounts listed below. Terms and conditions apply.

Product	Cash back (MYR)
Sage Payroll 15	50
Sage Payroll 30	100
Sage Payroll 60	150
Sage Payroll 100	200
Sage Payroll 150	250
Sage Payroll Premium	300

Eligibility Requirements

Participating Period:

Applicable to qualifying purchases made between **26 March – 31 July 2021**.

Participation Instructions:

- (a) “Sage Payroll Giveaway” redemption form must be completed and emailed to cashback.asia@sage.com by **02 August 2021**. Incomplete forms will not be accepted. The participant will receive confirmation of receipt of the redemption form via e-mail within 10 working days. If the participant does not receive any confirmation of receipt from Sage, please email to confirm.
- (b) Software must be registered between **26 March – 31 July 2021**

Eligibility Requirements:

- (a) The “Sage Payroll Giveaway” promotion is a Sage Asia offer and valid for companies registered in Malaysia only.
- (b) The “Sage Payroll Giveaway” offer is only available for purchases of Sage Payroll from **26 March 2021 to 31 July 2021**. Redemption is only applicable to the Sage products listed above.
- (c) “Sage Payroll Giveaway” redemption is only applicable to those who have registered their software **between 26 March – 31 July 2021**.
- (d) Redemption forms must be filled to completion and submitted by **02 August 2021**.
- (e) “Sage Payroll Giveaway” redemption cannot be granted to any participant who:
 - i. Has not purchased a product within the promotional period; and/or
 - ii. Has not completed the application form; and/or
 - iii. Has not supplied a copy of proof of purchase; and/or
 - iv. Has not submitted their application within the stated time; and/or
 - v. Has not registered their purchased product to their company name within the deadline



Cashback Period

- (a) Payments will be made no later than **15 September 2021** provided all Eligibility Requirements are fulfilled (I.e. completion of the Sage Payroll Giveaway redemption form with a copy of proof of purchase)
- (b) Payment will be made via direct debit by Sage no later than **15 September 2021**. Please note that there may be a lead time for bank clearance.

“Effective 01 June 2021, UBS and Payroll will be sold and supported by The Access Group. The Sage branding will continue to be used in respect of these products for a transitional period.”