



CASHBACK INCENTIVE 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 FULFILED THE ELIGIBILITY REQUIREMNT 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 “gemilang” 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) *per new license
Sage UBS Accounting & Billing	169
Sage UBS Inventory & Billing	199
Sage POS	119
Sage BSM	399
Sage Payroll 15	79
Sage Payroll 30	99
Sage Payroll 60	199
Sage Payroll 100	219
Sage Payroll 150	259
Sage Payroll Premium	299

Eligibility Requirements

Participating Period:

Applicable to qualifying purchases made between 1st August – 30th September 2019.

Participation Instructions:

“CASH BACK” form must be completed and emailed to cashback.asia@sage.com by 2nd October 2019.

Eligibility Requirements:

1. The “CASH BACK” promotion is a Sage Asia offer and valid for companies registered in Malaysia only.
2. The “CASH BACK” offer is only available for purchases of Sage UBS Accounting & Billing, Sage Inventory & Billing, Sage POS, Sage Building Services Maintenance or Sage Payroll from 1st August, 2019 to 30th September, 2019. Cash back is only applicable to the Sage products listed above.
3. “CASH BACK” is only applicable to those who have registered their software by 30th September, 2019.
4. Redemption forms must be filled to completion and submitted by 2nd October 2019.

Cashback Period

1. Redemption process will only take place after 2nd October, 2019.
2. Payment will be made by the 30th November, 2019 only if the customer has provide the mandatory documents (“CASH BACK” redemption form with a copy of proof of purchase) as stated above and the software registered by 30th September, 2019. Incomplete forms will not be accepted.
3. Payment will be made via direct debit by the 30th November, 2019.
4. Lead time of bank clearance for your payment is within 10 working days.
5. The participant will receive confirmation of receipt of the redemption form via e-mail within 10 working days.
6. “CASH BACK” offers are not applicable to any other Sage offers.



- 7 Under no circumstances will late “CASH BACK” claims be processed. “CASH BACK” redemption and registration form and proof of purchase must reach Sage Asia (Malaysia) by 2nd October, 2019.
- 8 “CASH BACK” cannot be granted to any participant who:
 - a. Has not purchased a product within the promotional period; and/or
 - b. Has not completed the application form; and/or
 - c. Has not supplied a copy of proof of purchase; and/or
 - d. Has not submitted their application within the stated time; and/or
 - e. Has not registered their purchased product to their company name within the deadline
- 9 “CASH BACK” will only be paid if all the Terms & Conditions are met and proper documentation is provided by the due date. By completing the redemption form, customer confirms their acceptance of these terms and conditions.
- 10 All claims are subject to terms and conditions set out herewith and claims which do not conform to these terms and conditions will be void.
- 11 Proof of posting or faxing is not proof of submission.
- 12 “CASH BACK” applications become and remain the property of Sage Asia upon receipt, and remain property of Sage Asia thereafter. Proofs of purchase cannot be returned.
- 13 Sage Asia accepts no responsibility for lost, late, damaged or misdirected applications, except in the event of negligence, fault or deliberate acts or omissions on the part of Sage Asia or its agents.
- 14 Sage Asia reserves the right to alter, amend or foreclose this promotion without prior notice.
- 15 This promotion is not valid with any other promotions or any other offers, redemption will only be paid if purchases are invoiced at full recommended retail price.
- 16 Cash Back is non-transferable to any other company name.