

TERMS AND CONDITIONS GOVERNING PARTICIPATION IN THE CCS REFERRAL PROGRAMME ("Programme")

1. These Terms and Conditions ("T&Cs") shall apply to govern your participation in the Programme. By submitting this form and/or confirming your participation in the Programme as a Referrer or a Referee, you:
 - a. agree that these T&Cs shall govern your participation in the Programme;
 - b. consent to the collection, use and disclosure by SP Home Cooling Pte Ltd ("SPHC") to its agents of all data, information and documents submitted and/or required for the purposes of implementing and running the Programme; and
 - c. consent to the collection, use and disclosure by SPHC to its agents for the purposes of disbursing any rewards to which you may become eligible pursuant to the Programme (if applicable).
2. Disbursement of any Referral Rewards (as defined in Paragraph 7 below) relating to the Programme is conditional upon compliance with these T&Cs. In the event that SPHC in its sole discretion determines that you or your corresponding Referrer / Referee have breached any of the T&Cs, you acknowledge that SPHC may cancel any Referral Rewards and/or your participation in the Programme without notice to you.
3. In the event more than one Referrer has been nominated by a Referee or nominate the same Referee, only the earliest Referrer notified to SPHC shall receive Referral Rewards, or stated by the Referee.
4. **OVERVIEW OF PROGRAMME**
 - a. SP Home Cooling Pte Ltd ("SPHC") is running a time-limited referral programme under which existing customers (each, a "Referrer") residing in Singapore who have entered into agreements with SPHC for the installation of Centralised Cooling Systems ("CCS") in their dwelling units ("Installation Agreements") may refer new CCS customers residing in Singapore ("Referee") to enter into new CCS Installation Agreements with SPHC, in exchange for both the Referrer and Referee receiving Referral Rewards (as defined in Paragraph 7 below), subject to these T&Cs.
 - b. A request to participate in the Programme may be initiated by either a Referrer or a Referee by submitting this form. Participation in the Programme is conditional upon both the Referrer and the Referee's confirmations that they wish to participate in the Programme, in accordance with SPHC's callback and verification procedures.
5. **PROMOTIONAL PERIOD**

The Programme shall commence on such date as determined by SPHC and shall continue until terminated by SPHC at its sole and absolute discretion ("Promotional Period"). Notwithstanding this, SPHC may, in its sole and absolute discretion, discontinue the Programme before the end of the Promotional Period, in which case SPHC shall notify participants of such discontinuance, and to this end:

- a. you acknowledge and accept that SPHC provides no warranty that the Programme will run for the full Promotional Period, and disclaim any reliance by you on the same; and
- b. accordingly, you acknowledge that any decision by SPHC to discontinue the Programme shall be final, conclusive and binding, and you agree to irrevocably waive any right to challenge any such decision.

6. ELIGIBILITY CRITERIA

- a. In order for you to qualify for participation in this Programme and receiving any Referral Rewards, all of the following criteria must be satisfied:
 - i. the Referrer has entered into an Installation Agreement with SPHC which is in force and has not been terminated at the time of submitting this form; and
 - ii. the Referee has entered into an Installation Agreement with SPHC, and that Installation Agreement remains in force and has not been terminated during the cooling off period specified in that Installation Agreement; and
 - iii. the Referrer has obtained the Referee's consent to disclose his/her contact details to SPHC, and to be contacted by SPHC for the purpose of offering CCS-related products and other related marketing purposes, prior to submitting this form.
 - iv. For the avoidance of doubt, there is no limit on the number of Referees that each eligible Referrer can submit, and SPHC will disburse Referral Rewards for each successful referral. Further, customers who had formerly entered into Installation Agreements with SPHC are also eligible to be Referees for the purposes of the Project subject to the criteria above being fulfilled.

7. REFERRAL REWARDS

- a. Both the Referrer and Referee for a successful referral that satisfies the eligibility criteria shall be entitled to receive rewards for each new Installation Agreement entered into with SPHC ("Referral Reward"). The form and value of the Referral Reward shall be as published by SPHC on its marketing materials, and SPHC reserves the right to vary such Referral Reward at its sole discretion.
- b. For the avoidance of doubt, Referral Rewards are personal to you and are non-transferable. SPHC will not entertain any requests to assign Referral Rewards to any other third party.
- c. Referral Rewards will be made available for pickup at the location advised by SPHC,, posted to the Referrer and Referee by snail mail, or sent by such other delivery method deemed appropriate by SPHC within 30 days after the SPHC has verified that the eligibility criteria have been fulfilled. Where the designated mode of delivery is by collection at a physical location advised by SPHC, SPHC reserves the right to withhold disbursement of Referral Rewards if any requested documents are not presented for verification at the time of collection.

8. GENERAL

- a. SPHC shall not be responsible for any fees, costs, losses, damages, claims, expenses and/or injuries of any person howsoever incurred or suffered, whether directly or indirectly or consequentially, in relation with the Programme or otherwise. Without limiting the generality of the foregoing, SPHC shall not be responsible and disclaims all liability for incomplete, lost, late, damaged, illegible, misdirected forms and/or other forms of communication which may result in the Referrer and/or Referee being deemed to be ineligible for participation in the Programme.
- b. You agree that SPHC and its affiliates, agents and respective officers and employees shall not be liable for any actions, claims, demands, injuries, proceedings, liability, losses, damages, costs and expenses of any nature sustained by the you directly or indirectly by reason of or in connection with the Programme. You will indemnify and keep fully indemnified SPHC and its affiliates and its and its affiliates' officers, servants, agents and employees (the "Indemnified Parties") against any and all losses, damages, liabilities, claims, expenses and costs (including legal costs on a full indemnity basis) suffered and/or incurred by any of the Indemnified Parties as a result of the breach of any of the T&Cs herein by you.
- c. SPHC reserves the right, at its sole and absolute discretion, to suspend or cancel the Programme, or to vary and amend any of the terms of these T&Cs herein, at any time without prior notice or any liability to you.
- d. SPHC reserves all rights to (i) substitute Referral Rewards with any gift or item of equivalent or similar value; (ii) forfeit or reclaim Referral Rewards where a participant is subsequently discovered to be ineligible; (iii) update these T&Cs without prior notification and you will in participating in the Programme be bound by any such update; and (iv) make determinations and decisions on all matters relating to the Programme which shall be final, conclusive and binding. No appeal against any of SPHC's decisions will be entertained by SPHC.
- e. Where you provide any personal data of another individual to SPHC in connection with the Programme, you represent and warrant that you have obtained such individual's prior consent to the collection, use and disclosure of his/her personal data by SPHC for the purposes of administering the Programme, and that such individual has been notified of such purposes in accordance with applicable data protection laws. SPHC shall be entitled to rely on the foregoing. These T&Cs are governed by the laws of the Republic of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts. A person not a party to these T&Cs has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce these T&Cs.