

BlueScope BINA+ Contractor Reward Program 2024



Terms and Conditions (T&Cs)

1. Description of the Program

BlueScope BINA+ Contractor Reward Program 2024 (hereafter referred as “**Program**”) is organised by NS BlueScope Malaysia Sdn Bhd (Company No. 199101012824 (223136-P)) (hereafter referred as “**BlueScope**”) involving BlueScope Authorised Dealer Outlets (“**BS AD**”) and Hardware Dealer Outlets (hereafter referred to collectively as “**Dealers**”) in Malaysia.

As further detailed and defined below, Participants may earn Points from purchasing roofing / walling products made using COLORBOND®, VERMOE®, PRIMAMAJU®, ELEMENTS® and BLUESCOPE ZACS® (hereafter referred as “**BlueScope Products**”) from the Dealers, and such Points may be exchanged for BINA+ Rewards. The Program is operated via a WhatsApp interface which serves as the platform for initial enrolment/registration and communication, and is further supported by a website where the Participant may view and submit related data and information for the Program (e.g. invoice submission, verification, and Points collection and redemption history), and features related to the Program (e.g. status of any redemption request, latest promotion by BlueScope, FAQs, and chat with the customer support agent via WhatsApp interface).

2. Program Period

The Program shall run from 15 October 2024 – 31 October 2025, (both dates inclusive), or once the total allocation of redemption gifts for this program are fully redeemed, whichever is earlier (hereafter referred as “**Program Period**”). Once the Program Period has expired:

- i. BlueScope shall notify the Participants in writing (via WhatsApp Messages, and /or through a post on BlueScope’s website and social media); and
- ii. No new registrations for the Program by Eligible Persons shall be allowed.

3. Eligibility for the Program

- i. The Program is only open to customers of the Dealers, who:
 - (a) are carrying on the business of a contractor; and
 - (b) use/will use the roofing / walling products made using BlueScope Products purchased from the Dealers in the course of their business. (“**Eligible Person**”)
- ii. The following person(s) are NOT eligible to participate in the Program:
 - (a) owners, shareholders, partners (where the Dealer is a partnership), directors, officers, permanent and/or contract employee(s) of the Dealers (including its subsidiaries and related companies), and
 - (b) the immediate family members (i.e parents, spouses, children and siblings) of the persons listed in Clause 3ii(a) above.

4. Registration for the Program

- i. Eligible Persons may submit an application to register for and participate in the Program by:
 - (a) initiating a conversation with BlueScope’s WhatsApp for Business number (03 -5022 1175); or
 - (b) scanning the QR code found on the promotional material for the Program in any Dealer’s outlet, and providing the information and documents required (“**Application**”).
- ii. Before submitting an Application for the Program, the Eligible Person shall be required to indicate their agreement to these T&Cs (which is done by clicking the checkbox in the submission page on WhatsApp for the Application) and certify that they are an Eligible Person according to the criteria listed under Clause 3 above before the Application can be submitted.
- iii. In reviewing the Application, BlueScope reserves the right to request from the Eligible Person any relevant information/documents in relation to an Application, including but not limited to copies of the licence(s) required to carry on the business of a contractor.

- iv. Each Eligible Person shall provide in the Application the details of one (1) individual who may be an employee, officer, director, owner, member or partner of the Eligible Person and who shall act as the Participant's main point of contact for this Program ("**Representative**").
- v. Multiple enrolments / registrations by a single Eligible Person for this Program are not allowed.
- vi. No individual can be appointed as the Representative for more than one Participant except where expressly permitted by BlueScope, in its sole discretion.
- vii. BlueScope will not accept an Application in any of the situations below:
 - (a) Where the Application is incomplete;
 - (b) Where the Application is submitted in respect of an Eligible Person for which an earlier Application had already been submitted for BlueScope's review;
 - (c) Where the individual named as the Representative in the Application has already been put forward as the Representative of a separate Application (whether in relation to the same or different Eligible Person); or
 - (d) Where the Eligible Person / Representative is declared bankrupt, insolvent, has bankruptcy or winding up proceedings initiated against it or enters into liquidation or such other scheme of arrangement or administration.
- viii. In the event BlueScope does not accept an Application pursuant to Clause 4vii above, BlueScope shall notify the Eligible Person and the Representative via WhatsApp message to the mobile number provided in the Application ("**Contact Number**").
- ix. Except in the situation where Clause 4vii(a) and/or (c) applies, an Eligible Person shall not be permitted to submit any further Applications under the Program where their prior Application was not accepted by BlueScope pursuant to Clause 4vii. BlueScope reserves the right to reject any further Applications submitted by the Eligible Person.
- x. Following a review of the Application by BlueScope and subject to the Application fulfilling the relevant requirements under these T&Cs, BlueScope shall notify the Eligible Person and the Representative via WhatsApp message to the Contact Number provided in the Application that:
 - (a) their Application fulfils the requirements under these T&Cs; and
 - (b) the Eligible Person needs to confirm that they would like to proceed with completing their registration for the Program.

The Eligible Person is required to provide their confirmation under subparagraph (b) above by clicking 'Yes I agree' button in WhatsApp. Upon doing so, an Eligible Person shall be registered under the Program and be deemed as a "**Participant**".

- xi. BlueScope shall immediately notify the Eligible Person / Participant and terminate the registration and participation of the Eligible Person / Participant in the Program if BlueScope has reasonable grounds to believe that the Eligible Person / Participant does not or no longer fulfils the requirements to be an Eligible Person under Clause 3 above. Following such termination, all Points awarded under the Participant's name (if any) shall be forfeited.

5. Collection of Points

- i. Subject to ongoing and continuing compliance with the provisions in these T&Cs, Participants shall be eligible to accumulate reward points ("**Points**") for the transactions listed in Clause 5ii below ("**Qualifying Transactions**").
- ii. Participant shall be awarded the Points for the Qualifying Transactions listed below:

BlueScope Product purchased	Quantity of Point(s) awarded
For every RM100 purchased of BlueScope ZACS Products in a single invoice	1 Point
For every RM100 purchased of PRIMAMAJU® / ELEMENTS® Products in a single invoice	2 Points
For every RM100 purchased of VERMOE Products in a single invoice	3 Points
For every RM100 purchased of COLORBOND® Products in a single invoice	5 Points

- iii. In order to be awarded Points for any Qualifying Transaction(s), Participants are required to submit the sales invoice issued by a Dealer for the purchase of any BlueScope Product ("**Invoice**") through the WhatsApp platform for BlueScope's processing. Invoices must be submitted within 30 days from the date of issuance of Invoice ("**Invoice Date**"), to be eligible for Points collection. Invoices which are submitted more than 30 days from the Invoice Date shall not be accepted for processing.
- iv. On the "**My Record**" page of **BlueScope's BINA+ Program** website, the Participant shall be able to check the number of Points awarded to them under the Program.
- v. Points shall be awarded on multiples of RM100.00 in the invoice amount. The minimum invoice amount in an Invoice for Points to be awarded is RM100.00; no Points (including any proportion or fraction thereof) shall be awarded in respect of any final or remainder amount in the Invoice which does not equal to RM100.00 or a multiple thereof. The invoice amount shall not be rounded-up to the closest RM100.00 (or a multiple thereof) for the purposes of calculating the quantity of Points awarded.
- vi. Only Invoices for purchases of BlueScope Products with an invoice amount below RM 20,000.00 (before tax), which are purchased for use in any building below 3000 square feet in total coverage area, are eligible to be submitted for Points collection in this Program. In respect of any proportion of the amount in the Invoice for BlueScope Products purchased which is above RM20,000.00 (before tax), such amount shall be disregarded for purposes of this Program.
- vii. In the event the Participant requests for a refund for any of the BlueScope Products purchased in an Invoice, BlueScope reserves the right to deduct from the Participant's account the amount of Points which is equivalent to the amount of Points awarded to the Participant, based on the value of the BlueScope Products refunded.
- viii. BlueScope reserves the rights to audit the Participant's Invoices to ensure that these T&Cs are met, to request additional information as and when required, and to disqualify any Invoice submitted should there be any discrepancies on authenticity of the submitted invoices/ enrolment record and information. No compensation or replacement shall be made by BlueScope to any party for disqualification
- ix. Subject to BlueScope giving the Participant reasonable notice in writing, BlueScope may suspend the calculation and accrual of Points by a Participant to rectify any errors in calculation or correct the calculation as it reasonably deems fit.

6. Redemption of Points

- i. Subject to the Participant complying with these T&Cs and having the required number of Points, the Participant may exchange Points in order to redeem the goods featured in the BINA+ Redemption catalogue ("**BINA+ Rewards**"), which can be accessed <https://binaplus.nsbluescope.com/contractor/>
- ii. Through <https://binaplus.nsbluescope.com/contractor/>, the Participant can select the BINA+ Reward(s) they wish to redeem using their Points, and the desired quantity thereof ("**Order**"). The Participant would need to select, on the page after selecting the Reward(s) their preferred Dealer's outlet from which they would collect the BINA+ Reward(s).
- iii. The Participant places the Order upon confirming the selection of the BINA+ Reward(s) and their preferred place of collection and proceeding to submit the Order for BlueScope's consideration (by clicking the on-screen 'Submit' button).
- iv. After the Participant places an Order as described in Clause 6iii above, the Participant will receive a WhatsApp message to the Contact Number from BlueScope acknowledging that BlueScope has received the Order. Notwithstanding, this does not mean that the Order has been accepted. Acceptance of an Order will take place as described in Clause 6v below.
- v. BlueScope will confirm acceptance to the Participant by sending the Participant a confirmatory WhatsApp message to the Contact Number stating that the Order has been accepted and that the BINA+ Reward(s) are planned to be dispatched to the Dealer's outlet by the stated date ("**Acceptance Message**"). The quantity of Points used by the Participant to redeem the BINA+ Reward(s) shall be deducted from the Participant's name once the Acceptance Message has been issued.
- vi. Where the BINA+ Reward(s) cannot be dispatched to the Dealer's outlet selected by the Participant under Clause 6ii due to the unavailability of the Dealer, the Participant will be notified of the same via a WhatsApp message to the Contact Number ("**Selection Message**"), where the Participant will be given the opportunity to select another Dealer's outlet for collection of the BINA+ Reward(s), for BlueScope's consideration. Further Selection Messages may be sent to the Participant where the Dealer's outlet(s) selected is unavailable.

- vii. Once an Order under Clause 6ii has been accepted by BlueScope, such redemption cannot be revoked or cancelled, and the BINA+ Reward(s) redeemed may not be exchanged for Points or any other BINA+ Reward(s) featured in the BINA+ Redemption catalogue.
- viii. All requests for redemption of BINA+ Rewards shall be processed on a first-come, first-served basis and are subject to sufficient accumulated Points and availability of the BINA+ Rewards at the time of submitting the Order. The Participant shall be notified via Messages where the BINA+ Reward(s) selected in the Order is out of stock / unavailable or where the Participant does not have sufficient Points to redeem the BINA+ Reward(s) selected in the Order ("**Rejection** Messages"). Upon issuance of the Rejection Messages, the corresponding Order shall be cancelled and no Points shall be deducted from the Participant's name.
- ix. The use of any vouchers redeemed using Points under this Program is subject to the additional terms and conditions of the third-party merchant which issued such voucher.

7. Nature of Points

- i. Any Points awarded to a specific Participant are not transferable to any other Participant or third-party.
- ii. Points shall expire and be forfeited if they are not used by the Participant within 12 months from the date the Points are awarded, or by the end of the Program Period, whichever is earlier. There shall be no extension of time for the validity period of any unused Points. The Participant shall have no claim in respect of any expired or unused Points.
- iii. Points have no cash or monetary value and are not redeemable for cash in any form. Points cannot be purchased or resold, for value or otherwise, under any circumstances.
- iv. The records maintained by BlueScope in relation to this Program (including but not limited to the number of Points awarded to the Participant) shall be treated as final and conclusive evidence of the information stated therein.

8. Collection of BINA+ Rewards

- i. The redeemed BINA+ Reward(s) will be delivered to the outlet of the Dealer selected by the Participant, by the date stated in the Acceptance Message, following which the Participant shall be notified that the BINA+ Reward(s) is ready for collection. Participant shall be required to collect the BINA+ Reward(s) at the designated Dealer's outlet within 14 days of receiving such notification, failing which BlueScope reserves the right to deal with the BINA+ Reward(s) in its sole discretion.
- ii. The BINA+ Reward(s) shall be collected by the Representative or such other individual as may be duly authorised by the Participant in writing. The Dealer shall have the right to request for proof of identification / authorisation before allowing for the collection of the BINA+ Reward(s).
- iii. Title to the BINA+ Reward(s) shall only pass to the Participant upon their collection and transfer of physical possession from the Dealer.

9. Warranties

- i. The Participant represents and warrants that:
 - (a) It has the right, authority and capacity to participate in the Program;
 - (b) It shall comply with all relevant laws, regulations, guidelines, and by-laws in relation to the Program;
 - (c) Its elected Representative has been duly authorised to represent and bind the Participant in relation to the Program;
 - (d) It shall abide and continue to abide with these T&Cs (including any subsequent amendments made thereto);
 - (e) It shall abide and continue to abide with any applicable rules, terms and conditions or regulations that apply in respect of any software/application involved in the administration of the Program (including the submission of the Application and the selection of BINA+ Rewards);
 - (f) all the information provided by the Participant / its Representative shall be true and accurate, and it shall promptly notify BlueScope in the event that such information is no longer true or accurate;
 - (g) It shall promptly notify BlueScope where the Representative no longer represents the Participant;

- (h) it shall provide all necessary assistance as may be reasonably requested by BlueScope in relation to the Program (including but not limited to providing any necessary information/documents for purposes of registration, awarding of Points and collection of BINA+ Reward(s)); and
 - (i) It shall not engage in any conduct or procure any other person to engage in any conduct for the Participant's benefit to defraud or in any way mislead BlueScope in relation to the Program.
- ii. The Participant acknowledges that the software/application involved in the administration of the Program were developed by third parties (and not by BlueScope or any of its affiliate or related companies), and BlueScope makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, or completeness of such software/application.
- iii. This Program, including, without limitation, the Points and any BINA+ Rewards are provided "as is" and "as available" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of quality, noninfringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade or law, all of which are expressly disclaimed.

10. Limitation of liability

- i. To the fullest extent permitted by law, BlueScope shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by the Participant arising from or in connection with the Participant's use of the software/application involved in the administration of the Program.
- ii. BlueScope shall not be liable for any special, indirect or consequential loss, damage, or expense of any kind whatsoever, including but not limited to loss of or damage to property, loss of goodwill, loss of business, loss of revenue or savings and all other pure economic loss, arising out of or in connection with the Participant's participation in the Program, including but not limited to the redemption and subsequent use of any BINA+ Reward(s).

11. Termination and suspension of Participant

- i. BlueScope reserves the right to suspend a Participant's participation in the Program (for up to a maximum period of 1 month) ("**Suspension Period**") where BlueScope reasonably believes that any Qualifying Transaction(s) from which the Participant's Points was awarded may be suspicious, illegal, involves any criminal activity or involves Points that have been obtained through dishonest or fraudulent means or abusive behaviour.
- ii. Where BlueScope suspends the Participant under Clause 11i above, the Participant shall be notified via WhatsApp message. During the Suspension Period:
 - (a) any Invoice(s) submitted that are pending processing will not be further processed;
 - (b) no new Order(s) may be submitted for redemption of Points; and
 - (c) any Order(s) already submitted that are pending acceptance by BlueScope shall not be further processed.
- iii. BlueScope shall investigate the claims/suspensions raised about the Participant under this Clause 11 during the Suspension Period. The Participant shall provide all reasonable assistance and cooperation to BlueScope at BlueScope's request, for purposes of the investigation.
- iv. Following its investigation, BlueScope may terminate the Participant's participation in the Program if BlueScope is reasonably satisfied that the Participant committed a misconduct under Clause 11i. Following such termination, all Points awarded under the Participant's name (if any) shall be forfeited.

12. Variation

- i. BlueScope reserves the right at any time and at its sole discretion to:
 - (a) vary, modify or amend any provision in these T&Cs for purposes of compliance with law, guideline, circular, notice, direction or order issued by a governmental body or public authority;
 - (b) extend, shorten or vary the Program Period;
 - (c) modify the categories of persons who are eligible to participate in the Program;
 - (d) add, remove or modify the Qualifying Transactions; or

- (e) add, remove or modify (including changing the Points required for redemption of) the BINA+ Rewards listed in the BINA+ Redemption catalogue,
- ii. BlueScope shall provide prior reasonable notice in writing (of a minimum of 14 days) to the Participant before effecting any amendment / variation pursuant to Clause 12i above.
- iii. During the notice period given to the Participant under Clause 12ii, the Participant may elect to terminate its participation of the Program by providing notice to BlueScope of the same. Following such termination, all Points awarded under the Participant's name (if any) shall be forfeited.
- iv. The Participant's continued participation in the Program following the lapsing of the notice period under Clause 12ii shall be deemed as an acceptance thereof.

13. Additional promotion for Points

The Participant shall also be eligible to participate in the following promotions related to the Program below:

a. Enrolment Promotion - for New Participant (15 October 2024 – 31 October 2025)

- i. Upon successful registration in the Program, the Participant shall automatically be awarded with 50 Points.
- ii. Upon the first successful purchase of any BlueScope Product (with no minimum spend) and submission of the Invoice, Participant shall be awarded with a BlueScope Product Discount Voucher worth RM30.00 ("**Discount Voucher**"). The Discount Voucher shall be awarded to the Participant at the dealer shop where the first purchase of BlueScope Product is made.
- iii. The Discount Voucher may only be used when the Participant purchases a minimum of RM600.00 worth of BlueScope Products in a single invoice, at any of the Dealers' outlets.
- iv. The Discount Voucher shall be valid up to the expiry date stated thereon, following which it can no longer be used. The Participant shall not be reimbursed or compensated in respect of any expired Discount Voucher.
- v. The Discount Voucher is not redeemable for cash in any form, and cannot be purchased, resold or transferred, for value or otherwise, under any circumstances.

b. Monthly Bonus Points for Participant (15 October 2024 – 31 October 2025)

- i. Participants shall be awarded extra points every month if they achieve the following qualifying status:

Manage to collect 200 Points in a calendar month	Participant will be awarded an extra 10 Points
Manage to collect 500 Points in a calendar month	Participant will be awarded an extra 50 Points
Manage to collect 1000 Points in a calendar month	Participant will be awarded an extra 150 Points

- ii. Monthly bonus points awarded under this Clause 13b are not applicable/ will not be awarded when there are other on-going promotions in the participating outlet.
- iii. Any extra Points awarded under this Clause 13b shall have the same provisions under these T&Cs applying to them, as if they were Points awarded under Clause 5 above.

- 14. BlueScope shall not be liable to pay for any taxes, fees, charges, duties or levies that the Participant is required by law to pay to any authority having jurisdiction over the Participant, in connection with the Program.
- 15. Any decision or announcement made by BlueScope in relation to the Program shall be final and conclusive. Any feedback, objection and/ or request to review or change by any party shall not be entertained.
- 16. All images used in the marketing material pertaining to the Program (including the BINA+ Rewards) are for illustration purposes only.
- 17. These T&Cs shall be governed by and construed in accordance with the laws of Malaysia, and the Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia in relation to any dispute arising or related thereto.

18. **Consent and BlueScope Privacy Policy:** By participating in the Program, the Participant accepts and gives consent to BlueScope's Privacy Policy, and has procured the consent of its Representative to BlueScope and its appointed agents or vendors for the use of the Participant's / Representative's names, business names, photographs, voice or video recordings without obtaining any further consent nor making any payment whatsoever for publicity, advertising, trade or promotion purposes in any media. In addition, by participating in the Program, the Participant accepts and gives consent (or the Participant has procured the consent from its Representative) to the collection, use, and/or disclosure of the Participant's / Representative's personal data in accordance with the following purposes: (a) facilitating the Program which you have chosen to participate; (b) executing, administering and facilitating any Promotion-specific program agenda and activities; (c) handling queries or arranging for communications in connection with the Program; (d) promote BlueScope products and/or services, which BlueScope and its appointed agents or vendors think may be of interest; and (e) any purposes which are reasonably related to any of the above. For the purposes of the above and for more information, kindly refer to details of BlueScope's Privacy Policy at: <https://www.nsbluescope.com/my/privacy-policy/>