

TERMS AND CONDITIONS FOR DISCOUNTED ROAD CHARGE: JALAN GENTING HIGHLANDS

1.0 INTRODUCTION

- 1.1 In order to promote the long-term sustainability and wellbeing of the Genting Highlands's community, **LINGKARAN CEKAP SDN BHD (Reg. No. 202001028343 (1384663-M)) ("LCSB")** has introduced a discounted rate ("**Discount**") on the road charges payable for the use of Jalan Genting Highlands ("**Road**"). This Discount is granted exclusively to qualified residents of Genting Highlands ("**GH Residents**") subject to compliance with the following terms and conditions ("**Discounted Rate T&C**" or "**DRTC**"), together with the Rules & Regulations on the Usage of the Genting Roads ("**Genting Road R&R**") and Terms and Conditions for Jalan Genting Highlands Private Road Charges ("**Road Charges T&C**").
- 1.2 By applying for and accepting the Discount, approved GH Residents, whether individual residents or corporate residents, shall read and shall be deemed to have read, understood and agreed to all applicable Genting Road R&R, the Road Charges T&C and the Discounted Rate T&C (DRTC) (collectively known as "**Road Usage Conditions**") at all material times.
- 1.3 LCSB retains sole and absolute discretion to vary, amend and update any of the Road Usage Conditions from time to time without prior notice. Any approved individual and corporate resident who does not agree or accept the amended Road Usage Conditions shall notify LCSB and cancel or withdraw their Discount Approval (*as defined below*) for the relevant Registered Vehicle (*as defined below*) accordingly.

2.0 THE DISCOUNT

- 2.1 The Discount Approval shall be strictly applicable to vehicles that have been duly approved and registered with LCSB ("**Registered Vehicle**").
- 2.2 The Discount shall entitle the Registered Vehicle to a reduction of 10% (ten per cent) from the normal rate of the applicable Road Charge, or such other rate as may be determined by LCSB at its sole and absolute discretion from time to time without prior notice.
- 2.3 All Residential Units located within Genting Highlands that hold a duly verified and recognized Genting Highlands address ("**GH Address**"), as confirmed by LCSB, may register one (1) vehicle at any given time for the purpose of enjoying the Discount. For the avoidance of doubt, a "**Residential Unit**" refers to any home or dwelling situated within Genting Highlands that is officially recognized as a residential property, while a "**GH Address**" denotes a Genting Highlands address that has been verified and confirmed by LCSB as valid. This eligibility is strictly non-transferable and shall remain subject to ongoing compliance with all applicable Road Usage Conditions. Any breach

of such conditions, or any act of misrepresentation, shall constitute sufficient grounds for LCSB to immediately suspend or revoke the Discount Approval without prior notice.

3.0 ELIGIBILITY

3.1 Applicant Requirements

- (a) Must be a resident of a GH Address.
- (b) GH Residents can be:
 - (i) Individuals – natural persons
 - (ii) Corporates – companies or legal entities owning Residential Units with GH Addresses
- (c) The GH Address must be a Residential Unit which is used as place of residence. “Residential Unit” does not include:
 - (i) residential units used for commercial or business-related purposes/activities of whatever nature, e.g. storage, offices (collectively known as “**Commercial Purposes**”); or
 - (ii) premises or properties such as shops or warehouses which are located at Genting Highlands which are used for Commercial Purposes.
- (d) Criteria for Individuals:
 - (i) Must be 18 years old and above; and
 - (ii) Must be the owner or tenant of a property with GH Address.
- (e) Criteria for Corporates :
 - (i) Must be the owner or tenant of a property with GH Address.

All applicants shall be subject to verification and confirmation by LCSB, and any failure to meet these requirements shall disqualify the applicant from receiving the Discount Approval.

3.2 Category of the Registered Vehicle

- (i) The Discount Approval shall only apply to vehicles classified under category “Class 1” only. All GH Residents are restricted to registering vehicles that fall within the Class 1 classification.

(iii) No other vehicle categories shall be eligible for the Discount.

4.0 APPLICATION

- 4.1 Each Residential Unit with a GH Address may submit only ONE (1) application form at any given time.
- 4.2 Application must be completed and submitted via the online platform or such other process as may be determined by LCSB at the material time.
- 4.3 Application must be fully completed and submitted together with all supporting documents required by LCSB. Incomplete applications or failure to provide required documents may result in rejection by LCSB.
- 4.4 LCSB reserves the right to request additional documents at its discretion. At the minimum, applicants must provide documents that satisfy the pre-qualifying conditions set out in Eligibility (paragraph 3) above:

No.	Individual Residents	Corporate Residents
(a)	Copy of one of the following: (i) most recent quit rent or assessment bill; or (ii) Sales & Purchase Agreement; or (iii) any other document which evidences ownership of residential property in Genting Highlands.	Copy of one of the following: (i) most recent quit rent or assessment bill; or (ii) Sales & Purchase Agreement; or (iii) any other document which evidences ownership of residential property in Genting Highlands.
(b)	Copy of the vehicle registration card of the vehicle to be registered for Discount.	Copy of the vehicle registration card of the vehicle to be registered for Discount.
(c)	Most recent electricity bill issued by Genting Utilities & Services Sdn Bhd ("GUSSB") or Tenaga Nasional Berhad ("TNB") which shows the name of the Individual and GH Address	Most recent electricity bill issued by GUSSB or TNB which shows the name of the Corporate and GH Address
(d)	If the Residential Unit is tenanted and the tenant wishes to receive the Discount, the Individual owner shall complete the registration process on behalf of the tenant	If the Residential Unit is tenanted and the tenant wishes to receive the Discount, the Corporate owner shall complete the registration process on behalf of the tenant

No.	Individual Residents		Corporate Residents	
	(i)	Documents set out in paragraph 4.4 (a); and	(i)	Documents set out in paragraph 4.4(a);and
	(ii)	The vehicle registration card of the tenant's vehicle to be registered for the Discount; and	(ii)	The vehicle registration card of the tenant's vehicle to be registered for the Discount; and
	(iii)	Most recent electricity bill issued by GUSSEB or TNB which shows the name of the tenant and GH Address; and	(iii)	Most recent electricity bill issued by GUSSEB or TNB which shows the name of the tenant and GH Address; and
	(iv)	A valid Tenancy Agreement for the Residential Unit with GH Address.	(iv)	A valid Tenancy Agreement for the Residential Unit with GH Address.

4.5 GH Residents are eligible to register **one (1) vehicle per household per Residential Unit** to enjoy the Discount.

4.6 All information and supporting documents submitted by the applicant must be true, accurate and not misleading. If LCSB discovers that any information and/or supporting documents provided are false or untrue, LCSB may, without prior notice:

- (a) immediately revoke, cancel or suspend the Discount Approval granted to the affected Registered Vehicle; and/or
- (b) blacklist, reject or disallow submission of any application relating to the Discount by the affected GH Address for such period as LCSB may determine.

4.6 LCSB shall have the absolute discretion to approve or reject any application without having to give any reason. Approval of the application ("**Discount Approval**") or rejection shall be notified via email, mobile messages or such other mode of communication which LCSB shall deem fit.

5.0 USAGE OF THE DISCOUNT APPROVAL

5.1 Only Registered Vehicles approved and recorded in LCSB's records shall be eligible for Discounts. The applicant shall be recorded as the registered holder of the Discount Approval ("**Registered Holder**").

5.2 The Discount Approval is not transferable or assignable :

- (i) Any request to change, replace or substitute the Registered Vehicle shall be subject to the applicable application process in force at the time and the prior approval of LCSB;

- (ii) The Registered Holder shall immediately notify LCSB if the Registered Vehicle is sold or otherwise disposed of to another individual or corporate entity. Failure to notify shall release LCSB from any responsibility and/or such inconveniences or losses as may be suffered by the Registered Holder and/or the new owner of the Registered Vehicle.
- 5.3 The Registered Vehicle shall use or pass through the designated License Plate Recognition (“LPR”) lanes at the Road Charge Stations in order to utilise the Discount. LCSB may from time to time, change the location of the LPR lanes at its sole discretion. The Registered Holder or driver of the Registered Vehicle shall ensure awareness of the current location of the LPR lanes before entering the Road Charge Stations. **Any appeal or request for refund by the Registered Holder arising from failure, neglect or refusal to use the LPR lanes shall not be entertained by LCSB.**
- 5.4 The Discount Approval is specific to the Registered Vehicle. The Registered Vehicle:
 - (a) Must have valid and recognisable number plate;
 - (b) The number plate must be clearly visible, clean and not covered, obstructed, defaced, altered, folded, tinted, non-compliant with regulatory standards, or otherwise modified in any manner that may hinder accurate detection or recognition by the LPR system.
- 5.5 In the event that the number plate of the Registered Vehicle cannot be detected, read, verified or recognised by the LPR System, the full prevailing road charge shall be payable for the Registered Vehicle. Any appeal or request for refund shall not be entertained by LCSB.

6.0 RENEWAL OF THE DISCOUNT APPROVAL

- 6.1 All Discount Approvals shall automatically expire and cease to have effect on 31st December of the relevant calendar year regardless of the issuance date.
- 6.2 Renewal of the Discount Approval is not automatic. Application for renewal must be submitted on or before the period set by LCSB. LCSB shall not at any time be liable for any inconvenience and/or losses that may be suffered by the Registered Holder due to failure and/or delay in submission of the renewal application.

7.0 REVOCATION / CANCELLATION / SUSPENSION OF THE DISCOUNT APPROVAL

- 7.1 LCSB may at any time, revoke, cancel or suspend the Discount Approval immediately without any prior notice and without assigning any reason, if it is discovered that the Registered Holder, the Registered Vehicle and/or the relevant GH Address has:
 - (a) Violated, breached or failed to comply with any of the Road Usage Conditions;

- (b) Misused, abused and/or used the Discount Approval in a manner which is not in accordance with the requirements of LCSB;
- (c) Provided false or untrue information and/or supporting documents;
- (d) engaged in conduct that is abusive, threatening, intimidating, defamatory, offensive or otherwise hostile towards LCSB and/or its directors, officers, personnel, employees, workers, agents, or representatives;
- (e) omitted and/or taken any other actions which LCSB may deem inappropriate in its sole and absolute discretion.

8.0 AMENDMENT OF THE INFORMATION PROVIDED

- 8.1 The applicant or Registered Holder must immediately update LCSB whenever there is any change in the information and/or supporting documents previously provided to LCSB. Updates must be made in accordance with the applicable processes or mode of communication set by LCSB at the material time.

Failure to update may result in rejection, suspension, or revocation of the Discount Approval, at LCSB's sole discretion.

9.0 DATA PROTECTION

- 9.1 Personal and payment data shall be handled in accordance with LCSB's Personal Data Protection Statement ("**PDPS**") and all applicable data protection laws in Malaysia. The Personal Data Protection Statement is available at www.lingkarancekap.com
- 9.2 By submitting any application relating to the Discount (including but not limited to new applications, renewals and updates), the applicant shall be deemed to (a) have read, understood, agreed and accepted the PDPS; and (b) unconditionally and voluntarily agreed, consented and allowed LCSB and/or any company within the Genting Malaysia Group ("**GENM Group**") to collect, process, use and/or store the personal data for purposes set out in the PDPS. **Any individual who does not agree with the PDPS shall not submit his/her application to LCSB.**
- 9.3 A Corporate resident shall obtain, and shall be deemed to have obtained, the requisite consents and/or approvals from its directors, shareholders, employees, personnel, workers, staff and/or agent (collectively, "**Personnel**") prior to disclosing such information to LCSB and/or the GENM Group. LCSB and/or GENM Group shall be entitled to collect, use, process and/or store the Personnel's personal data for purposes set out in the PDPS.

10.0 INDEMNITY

WITHOUT PREJUDICE TO, AND IN ADDITION TO THE INDEMNITY OBLIGATIONS SET OUT IN THE GENTING ROAD R&R AND ROAD CHARGES T&C, THE REGISTERED HOLDER SHALL INDEMNIFY AND KEEP INDEMNIFIED LCSB, ANY COMPANY OF THE GENM GROUP AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, WORKERS, PERSONNEL, CONTRACTORS, AGENTS, REPRESENTATIVES AND/OR CONSULTANTS, AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, DEMANDS, COSTS OR EXPENSES THAT MAY ARISE (EITHER DIRECTLY OR INDIRECTLY) FROM THE GRANTING OF THE DISCOUNT APPROVAL TO THE REGISTERED HOLDER, REGISTERED VEHICLE AND/OR THE GH ADDRESS AND/OR ANY BREACH, DEFAULT OR NON-COMPLIANCE OF THESE DISCOUNTED RATE T&C BY, RELATED TO, OR IN CONNECTION WITH THE REGISTERED HOLDER, REGISTERED VEHICLE AND/OR THE GH ADDRESS.

11.0 MISCELLANEOUS

- 11.1 All applicants, Registered Holders and/or registered owners of Registered Vehicles, owners / tenants of the GH Address expressly acknowledge and agree that all decisions, determinations and directions issued by LCSB in respect of the DRTC shall be conclusive, final and binding.

Such decisions shall not be subject to appeal, review, challenge, or dispute in any forum, whether administrative, arbitral, or judicial. Compliance with LCSB's decisions is a strict condition of participation, and any failure or refusal to adhere shall entitle LCSB to revoke, cancel, or suspend the Discount Approval without liability.

- 11.2 The Registered Holder and/or registered owner of the vehicle shall be deemed to be the driver/user of the Road and shall be bound by all decisions that are made by LCSB. The Registered Holder and/or registered owner shall be fully liable for any actions, misconduct, omissions, negligence, breaches or faults of the driver along the Road and/or at the Road Charge Stations, regardless of whether the driver was authorised by the Registered Holder and/or registered owner.
- 11.3 The governing law of this DRTC shall be the laws of Malaysia.
- 11.4 The DRTC may be translated to other languages. In the event of discrepancy, the English version shall prevail.

12. CONTACT INFORMATION

For inquiries and assistance, please contact:

Address : 8th Floor, Wisma Genting, Jalan Sultan Ismail,
50250 Kuala Lumpur

Operating Hours : Monday – Friday (9am to 5pm), excluding public holidays of Kuala Lumpur

Email : enquiries@lingkarancekap.com

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