



BlueScope BINA+ Contractor Reward Program 2025

Dealer's Terms and Conditions

1. Description of the Program

Reference is made to the BlueScope BINA+ Contractor Reward Program 2024 – Dealer's Terms and Conditions (2024 T&C) which commenced on 15 October 2024. Unless otherwise specified in this version, all terms used in this Updated Version shall have the same meanings as those defined in the 2024 T&C. Pursuant to Clause 11 of the 2024 T&C, BlueScope reserves the right at any time and at its sole discretion, amongst others, to extend the Program Period, vary the Dealer's roles and responsibilities and the manner of collection of the BINA+ Reward(s) by the Participants. Effective 26 August 2025, the Terms and Conditions of this Updated Version shall apply and supersede the 2024 T&C. For the avoidance of doubt, the 2024 T&C shall apply from 15 October 2024 to 25 August 2025 respectively.

BlueScope BINA+ Contractor Reward Program 2025 (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 and Hardware Dealer Outlets ("**Dealers**") in Malaysia.

These Dealer's Terms and Conditions ("**Dealers' T&Cs**") are intended to be read alongside the Participants' Program Terms & Condition ("**Participants' T&Cs**") (attached herewith). All terms not defined in the Dealers' T&Cs shall have the meaning ascribed to them under the Participants' T&Cs. As further detailed and defined in Participants' T&Cs, 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 by Participants for BINA+ Rewards.

2. Program Period

The Program shall run from 26 August 2025 – 30 June 2026, (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 and Dealers in writing (via email and/ or 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. Participation in the Program

- i. Dealers may participate in the Program, except where in any of the situations below in which case BlueScope has the right to refuse the participation of any Dealer:
 - a) Where the Dealer 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;
 - b) Where the Dealer has submitted an Application to be registered as a Participant of the Program; or
 - c) Where BlueScope has reasonable grounds to believe that an officer, director, owner, member or employee of the Dealer (in the same or similar capacity) has submitted an Application to be or been registered as a Participant of the Program.
- ii. Each Dealer shall provide the details of one (1) individual who may be an employee, officer, director, owner or member of the Dealer and who shall act as the Dealer's main point of contact for this Program ("**Representative**").

4. Dealer's Roles and Responsibilities

- i. In relation to the Dealer's participation in the Program, the Dealers agree to fully abide and observe the Dealers' T&Cs, for the promotion and administration of the Program in the Dealer's stores, including but not limited to:
 - a) promoting the BINA+ program to the Eligible Persons;
 - b) register the Eligible Persons using the digital registration platform provided by BlueScope;
 - c) providing Program related information to the Eligible Persons and/or Participants (as instructed by BlueScope) from time to time;

- d) issuing a Invoice to the Participants which contains the necessary information to enable the Point collection by the Participants;
- e) facilitating the BINA+ Rewards deployment process - receive, store and hand over the BINA+ Rewards delivered to his/ her shop, to the Participants;
- f) cooperating with BlueScope in case BlueScope wishes to audit the Invoices issued by the Dealer for purposes of administration of the Program, including for the purposes of ensuring that the provisions of Participant's T&Cs and Dealers' T&Cs are being complied with, and to verify any potential discrepancy;
- g) promptly notifying BlueScope on any cancellation or changes to the Invoices (including where the Participant requests for a refund of the BlueScope Product purchased) that was issued to any Participants, to facilitate BlueScope's action on the correction or cancellation of Points; and
- h) Any other reasonable instructions / requests that may be given by BlueScope from time to time in relation to the Program.

5. Enrolment Promotion - for Dealers (15 October 2024 – 30 June 2026)

- i. Dealers shall enrol and register new Participants, by providing the necessary assistance to help him/ her sign up for the Program
- ii. Upon successful achieving the enrolment of 50 Participants in the store, the Dealer will be rewarded with RM 200.00 worth of Food & Beverage vouchers, issued by a third-party merchant which shall be decided at BlueScope's sole discretion.
- iii. Each Dealer is only eligible to receive this reward once during the Program Period, and the Food & Beverage voucher is on a while stocks last basis.
- iv. The use of Food & Beverage vouchers awarded under this Clause is subject to the additional terms and conditions of the third-party merchant which issued such voucher.

6. BINA+ Reward Program for Dealers (26 August 2025 - 31 January 2026)

i. Collection of Points:

- a) Subject to ongoing and continuing compliance with the provisions in these T&Cs, Dealer shall be eligible to accumulate reward points ("Points") for the participant invoices that he/she assists the participants to submit through the WhatsApp platform for BlueScope's processing (qualifying transactions):

Reward Type	Period	Description	Reward to Dealer
Enrolment Reward	26 August 2025 – 31 December 2025	When Dealer successfully enrol any new participant.	20 points for every successful newly recruited contractor by the Dealer
First Purchase Reward – Launch Period	26 August 2025– 31 October 2025	When the Dealer submit the first qualifying transaction of the newly recruited participant	60% of the total points awarded for the transaction
First Purchase Reward – Post Launch	01 November 2025– 31 January 2026	When the Dealer submit the first qualifying transaction of the newly recruited participant	40% of the total points awarded for the transaction
Regular Purchase Reward	26 August 2025– 31 January 2026	When the Dealer submit the second and subsequent qualifying transactions of the newly recruited participant.	20% of the total points awarded for the transaction

- ii. Dealer will receive bi-weekly updates from BlueScope via WhatsApp message, the number of Points awarded to him/ her under the Program.

iii. Redemption of Points:

- a) Subject to the Dealer complying with these T&Cs and having the required number of Points, the Dealer may exchange Points in order to redeem the goods featured in the BINA+ Redemption catalogue ("BINA+ Rewards").

- b) The Dealer can select the BINA+ Reward(s) they wish to redeem using their Points, and the desired quantity of the reward item ("**Order**") based on their available points earned; by filling up the Redemption form provided by BlueScope and submit to BlueScope.
- c) Once an Order under Clause 7iii (b) 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.
- d) 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 Dealer shall be notified via Messages where the BINA+ Reward(s) selected in the Order is out of stock / unavailable or where the Dealer 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 Dealer earned points.
- e) 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.
- f) Dealer will receive monthly updates from BlueScope via WhatsApp message, the number of Points awarded to him/ her under the Program.

iv. Nature of Points

- a) Any Points awarded to a Dealer are not transferable to any other Dealer, Participant or third-party.
- b) Points shall expire and be forfeited if they are not used by the Dealer 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 Dealer shall have no claim in respect of any expired or unused Points.
- c) 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.
- d) The records maintained by BlueScope in relation to this Program (including but not limited to the number of Points awarded to the Dealer) shall be treated as final and conclusive evidence of the information stated therein.

v. Collection of BINA+ Rewards

- a) The redeemed BINA+ Reward(s) will be delivered to the Dealer's outlet.
- b) The BINA+ Reward(s) shall be collected by the Dealer or the Representative, as duly authorised by the Dealer in writing.

7. Handover of BINA+ Rewards to Participants

- i. The redeemed BINA+ Reward(s) by Participant will be delivered to the Dealer's outlet selected by the Participant, by the date stated in the Acceptance Message received by both Participant and Dealer, following which the Participant shall be notified that the BINA+ Reward(s) is ready for collection when the BINA+ Reward(s) arrive at the Dealer's outlet.
- ii. The Dealer shall make himself available on the planned date and time of delivery of the BINA+ Reward(s) to its outlet, unless reasonable prior written notice is provided to BlueScope. Upon the BINA+ Reward(s) arriving at the Dealer's outlet, the Dealer shall take delivery of the BINA+ Reward(s), failing which another attempt of delivery of the BINA+ Reward(s) to the Dealer's outlet shall be made, the costs of which shall be solely borne by the Dealer.
- iii. Participant shall be required to collect the BINA+ Reward(s) at the designated Dealer's outlet within 14 days of receiving such notification under Clause 7ii. During such timeframe, the Dealer must make itself reasonably available during its normal operating hours to allow the Participant to collect the BINA+ Reward(s). Where the Participant fails to collect the BINA+ Reward(s) within such timeframe, the Dealer shall immediately notify BlueScope in writing – BlueScope reserves the right to deal with the BINA+ Reward(s) in its sole discretion, including arranging for the BINA+ Reward(s) to be returned to BlueScope's possession.
- iv. 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).
- v. Title to the BINA+ Reward(s) shall only pass to the Participant upon their collection and transfer of physical possession from the Dealer. Notwithstanding any clause in these Dealers' T&Cs, at no point shall the Dealer be deemed to have title over any of the BINA+ Reward(s) in its possession.

- vi. The Dealer shall not be held liable where the BINA+ Reward(s) is found to be defective upon delivery to the Dealer's outlet, or following the Participant taking possession of it PROVIDED THAT the Dealer has taken all reasonable measures to ensure the safety of the BINA+ Reward(s) in its possession, including (but not limited to) storing the BINA+ Reward(s) in a reasonably safe environment.
- vii. Notwithstanding Clause 7vii above, the Dealer shall be held liable to BlueScope where the BINA+ Reward(s) goes missing or gets stolen before the Participant collects it.

8. Warranties

- i. Each Dealer 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) It shall abide and continue to abide with these Dealers' T&Cs (including any subsequent amendments made thereto);
 - d) 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 in relation to the registration of the Participants, and the administration of BINA+ Rewards hand over to the Participants);
 - e) all information in the Invoices issued by the Dealer to the Participants shall be true and accurate, and it shall promptly notify BlueScope in the event that such information is no longer true or accurate, or where the Dealer has reasonable grounds to believe that such information is no longer true or accurate;
 - f) 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 registering Participant(s), providing updates, correction and / or cancellation notice to BlueScope for the Invoices issued to Participants, for the collection of Points and collection of BINA+ Reward(s)); and
 - g) It shall not engage or be in any way involved in any conduct or procure any other person to engage in any conduct for the Participant's and / or Dealer's benefit to defraud or in any way mislead BlueScope in relation to the Program.
- ii. The Dealer 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.

9. 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 Dealer arising from or in connection with the Dealer'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 Dealer's participation in the Program.

10. Termination and suspension of Dealer

- i. BlueScope reserves the right to suspend a Dealer'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) taking place / being processed at the Dealer's outlet(s) may be suspicious, illegal, involves any criminal activity or dishonest or fraudulent means or abusive behaviour.
- ii. Where BlueScope suspends the Dealer under Clause 10i above, the Dealer shall be notified via email and WhatsApp message. During the Suspension Period:

- a) no new Order(s) from the Dealer may be submitted by the Participants for redemption of Points. A sign shall be put up in a place and manner within the Dealer's outlet(s) which is clearly visible to notify Participants about this; and
 - b) any Order(s) already submitted that are pending acceptance by BlueScope shall not be further processed. BlueScope shall notify the Participant(s) in writing whose Order(s) are being affected.
- iii. BlueScope shall investigate the claims/suspensions raised about the Dealer under this Clause 10 during the Suspension Period. The Dealer 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 Dealer's participation in the Program if BlueScope is reasonably satisfied that the Dealer committed a misconduct under Clause 10 i. Following such termination, all Points awarded to Participants who have been found to have colluded with or procured the Dealer to carry on such misconduct under Clause 10i (if any) shall be forfeited, and all Invoices issued on/ after the date of termination by the Dealer shall not be eligible for any points collection by any Participant.

11. Variation

- i. BlueScope reserves the right at any time and at its sole discretion to:
 - (a) vary, modify or amend any provision in these Dealers' 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 Eligible Dealers who are eligible to participate in the Program;
 - (d) reasonably vary the Dealer's roles and responsibilities under this Program; or
 - (e) vary, modify or amend the manner of collection of the BINA+ Reward(s) by the Participants, including in relation to the Dealer's role in the process,
 - ii. BlueScope shall provide prior reasonable notice in writing (of a minimum of 14 days) to the Dealer before effecting any amendment / variation pursuant to Clause 11i above.
 - iii. During the notice period given to the Dealer under Clause 11ii, the Dealer may elect to terminate its participation of the Program by providing notice to BlueScope of the same. Following such termination, all Invoices issued on/ after the date of termination shall be forfeited and not eligible for any points collection by the Participant. A sign shall be put up in a place and manner within the Dealer's outlet(s) which is clearly visible to notify Participants that the Dealer is no longer participating in the Program, and that any Invoice issued by the Dealer shall not be eligible for redemption of Points.
 - iv. The Dealer's continued participation in the Program following the lapsing of the notice period under Clause 11ii shall be deemed as an acceptance thereof.
12. BlueScope shall not be liable to pay for any taxes, fees, charges, duties or levies that the Dealer is required by law to pay to any authority having jurisdiction over the Dealer, in connection with the Program.
13. 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.
14. All images used in the marketing material pertaining to the Program (including the BINA+ Rewards) are for illustration purposes only.
15. 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.
16. **Consent and BlueScope Privacy Policy:** By participating in the Program, the Dealer accepts and gives consent to BlueScope's Privacy Policy and has procured the consent to BlueScope and its appointed agents or vendors for the use of the Dealer'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 Dealer accepts and gives consent to the collection, use, and/or disclosure of the Dealer's personal data in accordance with the following purposes: (a) facilitating the Program which Dealer 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/>