

Sell Genuine. Get Rewarded. – Eligible Partner Consent Letter

We refer to the “Sell Genuine. Get Rewarded. PSP Incentive Program” detailed below (the “Program”). For the purposes of this Consent Letter (“Letter”), the term Microsoft, when used with reference to a legal entity, shall mean Microsoft (Malaysia) Sdn Bhd (“Microsoft”).

Details of the Program

Microsoft wishes to incentivize partners and their sales personnel (“PSP”s) to sell genuine Microsoft Windows PC products to consumers and end users by launching the Program in Malaysia (“Territory”). The term of the Program shall commence from 1 June to 30 June 2011, or for such other period as may be extended by Microsoft.

The Program is designed for the benefit of certain Partner Sales Personnel (“PSP”s) employed by or working at participating partner in the Territory (“Eligible Partner”).

Microsoft is pleased to inform you that your establishment has been chosen by Microsoft as an Eligible Partner. A number of the PSPs in your establishment will be invited to participate in the Program.

The Program gives your PSPs a chance to be rewarded with incentive simply by submitting redemption form with a photocopy of the customer invoice and delivery order (DO) (“Proof Of Sales”) of Eligible Product that have been purchased from authorized Microsoft distributors and sold to end customers. No participation or other fee is required to be paid by any PSP for participating in the Program. “Eligible Products” means genuine Microsoft software listed below:

- WinPro 7 SNGL OLP NL Legalization GetGenuine (Part Number: FQC-02872)

Your PSPs may sign up to the Program, by submission of a fully completed Sell Genuine. Get Rewarded. – PSP Participation and Agreement Form to the program centre. By participating in the Program, your PSPs will be deemed to have accepted a set of terms and conditions relating to the Program.

Microsoft shall be entitled to change and cancel any term and condition of the Program, including any rewards or benefits, at any time.

Consent by Eligible Partners

In consideration of Microsoft extending the benefit of the Program to your PSPs, by acknowledging and signing on this Letter below, you shall agree, warrant and represent that:

- a) You have fully consented to and authorized your PSPs to participate in the Program in accordance with the terms and conditions as set out on the Sell Genuine. Get Rewarded. – PSP Participation and Agreement Form.
- b) Your PSPs’ participation in the Program is not prohibited by any applicable law or your Eligible Partner policy.
- c) Any tax or other charges that may be levied on any prizes or benefit derived from the Program by your PSPs shall be the sole responsibility of your PSPs or yours, as the case may be.
- d) By participating in the Program, the PSPs will not be considered to be an employee of Microsoft in any way but will continue to be in your employ (or otherwise contracted by you) at all times.
- e) You agree to hold Microsoft, its affiliates, directors, officers, employees, agents or contractors harmless from any loss, damage, claims, costs, expenses or injury that you or any of your PSPs may suffer as a result of or in connection with any PSP’s participation in the Program, the prizes or any other benefit deriving therefrom.
- f) The Program is designed for your PSPs, accordingly, nothing in this Letter shall give rise to any claim whatsoever by you or any of your PSPs against Microsoft, its affiliates, directors, officers, employees, agents or contractors whether contractually or otherwise, in connection with the Program, the rewards or any other benefit deriving therefrom.
- g) This Letter shall be governed by the laws of the Territory.

Acknowledged and Accepted by:	
For and on behalf of [Eligible Partner]	
Name:	
Position:	
Date:	

**SELL GENUINE. GET REWARDED. PARTNER SALES PERSON (PSP) INCENTIVE PROGRAM –
PSP PARTICIPATION AND AGREEMENT FORM**

Dear Partner Sales Person,

Please do fill up the participation and agreement form to take part in this PSP incentive program.

Please submit this fully completed Sell Genuine. Get Rewarded. PSP Incentive Program – PSP Participation and Agreement Form acknowledging the Terms and Conditions via these options below :

Sell Genuine. Get Rewarded.

c/o Apostrophe Marketing Communications Sdn Bhd

o **FAX** at +603-7710 7312, OR

o **EMAIL** by scanning a copy to ms.gogenuine@apostrophe.com.my

Thank you.

Regards,
Sell Genuine. Get Rewarded. Program Centre

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Program Terms and Conditions

The following terms and conditions (these "Terms and Conditions") shall apply to the "Sell Genuine. Get Rewarded. PSP Incentive Program" detailed below (the "Program"). For the purposes of these Terms and Conditions, the term Microsoft, when used with reference to a legal entity, shall mean Microsoft (Malaysia) Sdn Bhd ("Microsoft").

This Program will not be valid in combination with any other offer from Microsoft.

1. Purpose

Microsoft wishes to incentivize Partner Sales Personnel to sell genuine Microsoft Windows PC products to consumers and end users in Malaysia.

2. Definitions

"**Affiliate**" means any legal entity owned or controlled by Microsoft, which owns or controls Microsoft or which is under common ownership or control with Microsoft. The term 'ownership' means more than 50% direct or indirect ownership/shareholding and the term 'control' means direct or indirect control of the management or the board of directors.

"**Benefits**" means the points available to eligible Participants under the Program upon submitting a valid Claim Submission by SMS or online at www.genuinepoints.com ("**Program Website**") (using a unique pin number assigned to each Participant) which can be accumulated and redeemed for rewards as outlined in these Terms and Conditions.

"**Claim Submission**" means the submission of the Microsoft Certificate of Authenticity ("**COA**") Barcode of the Eligible Product sold to the end customer online at the Program Website (using a unique pin number assigned to each Participant).

"**Eligible Products**" or "**Eligible Product Families**" means the genuine Microsoft software listed below, which Eligible Partner has: (1) purchased from an authorized Microsoft distributor in Malaysia other than on a pre-installed basis ("**COEM**" or "**FPP**"); and (2) sold to an end customer within the Program Period:

- WinPro 7 SNGL OLP NL Legalization GetGenuine (Part Number: FQC-02872)

"**Participant(s)**" means the Partner Sales Person(s) ("**PSP**") of an Eligible Partner, who represent the last line of contact with the end customer.

"**Participation**" in the Program requires that Participant accept these Terms and Conditions contained in this document. A Participant's Participation in the Program shall be construed as acceptance of these Terms and Conditions.

"**Program Period**" means the period from 1 June to 30 June 2011, or such longer period as may be extended by Microsoft from time to time.

"**Eligible Partner**" means the partner sales person Microsoft Partners operation within Malaysia only. - For the avoidance of doubt, Microsoft distributors and sub-distributors are excluded.

3. Program Requirements

- (a) **Scope.** The Program is open to all PSPs working at participating Eligible Partners in Malaysia.
- (b) **Contacts.** The country relevant phone numbers and emails shall be set up and notified to Participants.
- (c) **Eligibility.** Participants must be employed by a participating Eligible Partner.
- (d) **Lawful Participation.** Each Participant must ensure that his/her Participation in the Program is in accordance with applicable laws.
- (e) **Non-Eligibility.** Employees of any entity owned or controlled by an original equipment manufacturer is ineligible to participate in the Program. Employees of Microsoft, its Affiliates, their advertising agencies, gift suppliers or other representatives, or members of the respective immediate families of such employees and anyone living in the same household with those employees are ineligible to participate in the Program.
- (f) **No Participation Fee.** No participation or other fee is required to be paid by Participant for participating in the Program.
- (g) **Participation.** Participant needs to submit this fully completed Sell Genuine. Get Rewarded. – PSP Participation and Agreement Form to the program centre via these options below:

Sell Genuine. Get Rewarded.
c/o Apostrophe Marketing Communications Sdn Bhd
o FAX at +603-7710 7312, OR
o EMAIL by scanning a copy to ms.gogenuine@apostrophe.com.my

(h) **Claim Submissions**

- (1) For every Eligible Product, Eligible Product Family or associated SKU sold by Participant to an end customer, Participant must submit a Claim Submission by the submission deadline. Participant agrees that he/she is responsible for correctly and accurately completing all Claim Submissions.
- (2) Each Claim Submission shall consists of a correctly, and accurately completed redemption form, with a photocopy of the Customer Invoice and Delivery Order (DO) ("**Proof Of Sales**").
- (2) The number of Claim Submissions for an Eligible Product, Eligible Product Family or associated SKU, collectively, that a Participant can make will be capped at 50 licenses during the Program Period.- week..
- (3) Claim Submissions can be made to the program centre by the following method, attention to Ms. Janine:
 - (i) FAX at +603-7710 7312,
 - (ii) EMAIL by scanning the redemption form and Proof Of Sales to ms.gogenuine@apostrophe.com.my,
 - (iii) POST or DISPATCH to Sell Genuine. Get Rewarded.
c/o Apostrophe Marketing Communications Sdn Bhd
36-1, Jalan PJU 8/5B, Bandar Damansara Perdana, 47820 Petaling Jaya, Selangor Darul Ehsan
Tel: +603-7710 1312
- (4) The submission deadline for Claim Submissions is on the 8 July 2011.
- (5) Claim Submissions will be validated as follows:
 - (i) Upon receipt of the Claim Submission, Microsoft will validate the Claim Submission information received against the sales records.
 - (ii) Claim Submissions can be submitted and claimed only once during the Program Period and cannot be claimed for any other programs or promotions.
- (6) Microsoft retains the right, at its sole discretion, to suspend, reject, or change the amount of payout, any Claim Submission or participation for any reason. Such decision by Microsoft shall be final and binding and shall not be subject to any dispute or challenge.

- (7) Microsoft will use its internal systems to verify the Claim Submissions. Any decision taken by Microsoft in this regard shall be final and binding and shall not be subject to any dispute or challenge.
- (8) All Claim Submissions by Participant shall be subject to verification and audit by Microsoft under Section 5 below. A Claim Submission made by any Participant will be rejected if any elements of proof of execution details are found to be non-genuine or if a Participant has engaged in a Fraudulent Activity (as defined under Section 4 below) in relation to that Claim Submission.
- (9) If a Participant changes his phone number and does not inform Microsoft under Section 3(g)(v) above, all Claim Submissions that have not been rewarded will be considered forfeited and will not be compensated by Microsoft.
- (10) A license ("License") for an Eligible Product may only be used once in a Claim Submission. If rejected for any reason (e.g. not eligible under the Program or if submission exceeds maximum Claim Submission permitted during the Program Period), the License cannot be claimed against another Microsoft promotion or by any other Participant.
- (i) **Program Benefits and rewards.** The following are the Benefits and rewards available under the Program, which will be available to eligible Participants on submitting a valid Claim Submission.
- (1) With the sale of each Eligible Product for which a valid Claim Submission is submitted and validated by Microsoft, a Participant will be rewarded with incentive as per Table A below during the Program Period.
- (2) Incentive shall be in the form of Cash Vouchers; Jusco for PSP of an Eligible Partner which is located in Peninsular Malaysia, and Parkson for PSP of an Eligible Partner which is located in East Malaysia.

Table A : Incentive Earned of Eligible Product

Part Number	Eligible Item Name	Total Payout (RM)			
		5 – 14 Licenses	15 – 29 Licenses	30 – 49 Licenses	50+ Licenses
FQC-02872	WinPro 7 SNGL OLP NL Legalization GetGenuine	RM 25	RM 100	RM 275	RM 680

Illustration of Claim Submission of Incentive:

- The lowest Payout is a RM25 Voucher.
- Participant will be eligible for RM 25 incentive if 6 licenses are sold.
- Participant will be eligible for RM 275 incentive if 45 licenses are sold.
- Participant will be eligible for RM 680 incentive if 85 licenses are sold.

- (3) Each PSP is entitled to redeem up to a maximum of RM 680 during the Program Period.
- (4) Only ONE PSP will be rewarded for each successful sales.
- (5) Microsoft reserves the right to adjust Benefits and rewards under the Program and/or future programs.
- (6) Mere participation in the Program shall not entitle a Participant to Benefits or rewards. No other person or agent can claim Benefits or rewards on behalf of Participant.
- (7) Pending and awarded Benefits and rewards are non-transferrable. Once a Claim Submission is made, Microsoft will not transfer the Claim Submission from one Participant's account to another or transfer the Benefits or rewards from one Participant to another.
- (8) The rewards are non-refundable, non-transferable non-cashable and are subjected to the terms and conditions set by the respective companies issuing the vouchers.
- (9) Rewards shall be couriered to the address stated in the redemption form. PSP shall be notified via email (or such other method as Microsoft thinks fit) once it has been couriered out approximately 6 weeks after the submission deadline. -However, there shall be no liability on Microsoft if such email does not reach Participants for any reason whatsoever.

4. Termination

- (a) **Termination by Microsoft.** Microsoft reserves the right to terminate a Participant's participation from the Program at any time for any reason on giving notice to Participant. Microsoft has the right to exclude a Participant from the Program if Participant is found to have engaged in (1) any activity that may constitute a breach or default of the Terms and Conditions, or (2) "Fraudulent Activity" – including but not limited to any of the these actions set out below:
- Making false Claim Submissions based on Eligible Products that were not purchased by the Participant's Eligible Partner;
 - Making false Claim Submissions based on Eligible Products that were not sold by Participant;
 - Engaging in the manufacture or use of counterfeit, pirated, unlicensed or illegal software;
 - Selling counterfeit, pirated, unlicensed or illegal software.
- (b) Microsoft reserves the right to exclude a Participant that engages in Fraudulent Activity from any future programs or promotions.
- (c) Microsoft reserves the right at any time to cancel the Program for any reason.
- (d) **Termination by Participant.** Participant can terminate his participation in the Program at any time or by sending an email notification to the program centre at ms.gogenuine@apostrophe.com.my.

5. Compliance Verification

Participant will keep all usual and proper records necessary to evidence his/her compliance with these Terms and Conditions, and his/her Eligible Partner's purchases and sales of Eligible Products sufficient to substantiate any Claim Submission. Microsoft may, during the Program Period and for a period of one (1) year after that, conduct up to two (2) compliance verifications per year of such records and books to verify Participant's compliance with these Terms and Conditions. Such compliance verification(s) will be carried out by independent third party auditors during normal business hours in such a manner as not to unreasonably interfere with Participant's operations. Microsoft will pay the costs of such compliance verifications except in the case of a material breach of these Terms and Conditions or a material discrepancy ("material discrepancy" being a difference of five (5) percent or more to Microsoft's findings) is discovered, in which case Participant agrees to be responsible for all reasonable costs of the compliance verification.

If as a result of any compliance verification, Microsoft concludes that Participant claimed points in violation of these Terms and Conditions, Participant will reimburse Microsoft within ninety (90) calendar days of Microsoft's notice. Microsoft reserves the right to suspend Participant's Participation in the Program until the verification and reimbursement are completed.

6. Representations and Warranties

Participant represents and warrants that:

- The information Participant provides to Microsoft is current, complete and accurate information;
- Participant is a PSP for a third party distributor, retailer, or wholesaler of an original equipment manufacturer (not owned or controlled by an original equipment manufacturer of Microsoft);
- Participant has the authority and his/her Eligible Partner's permission to enter into these Terms and Conditions;
- Participant's participation is not prohibited by applicable law or his/her Eligible Partner's policy;
- Participant shall not use any unauthorized or pirated software; and
- Nothing in these Terms and Conditions shall create the relationship of employer and employee between Microsoft or any of its Affiliates and Participant. Participant shall remain in the employment of (or otherwise contracted by) his/her Eligible Partner at all times.

Participant acknowledges and agrees: (i) not to engage in the manufacture or use of counterfeit, pirated, unlicensed or illegal software; (ii) not to knowingly engage in the distribution or supply or transfer of counterfeit, pirated, unlicensed or illegal software; and (iii) not to knowingly supply any Microsoft product to dealers or end users who engage in the use, manufacture, distribution or other supply or transfer of counterfeit, pirated, unlicensed or illegal software.

7. DISCLAIMERS.

To the maximum extent permitted by applicable law, (i) Microsoft expressly disclaims all warranties of any kind whatsoever, whether express or implied, including, but not limited to, meeting of Participant's requirements or aspirations, timeliness, security, the results or reliability of the Program, or the delivery, quality, quantity, merchantability, fitness for purpose or non-infringement in respect of any goods, services, Benefits or rewards acquired or obtained through the Program or any transactions effected through the Program; and (ii) no advice or information whether by representation, oral, written or pictorial derived from the Program Website or through the Program shall be construed to mean the giving of any warranty of any kind by Microsoft; and (iii) Participant expressly agrees that his or her participation in the Program is at Participant's sole risk and is governed by these Terms and Conditions.

8. Indemnification

Participant agrees and undertakes to indemnify and hold harmless Microsoft, including its Affiliates, directors, officers, partners, employees, consultants, agents etc., against any loss, damage, claims, costs and expenses including but not limited to legal fees and other charges which may be incurred or suffered by Microsoft due to breach of any of these Terms and Conditions by Participant and/or infringement or violation of any patent, copyright, trademark, trade secret or other proprietary right of a third party by Participant and/or arising from the Participation of Participant in the Program.

9. Limitation of Liability

- Microsoft is not responsible for printing or typographical errors in any Program-related materials or for registrations, entry forms or Claim Submissions that are incomplete, lost or misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including electronic, computer,

telephone, paper transfer, mail system, human or other error; including inability to access the Program Website associated with the Program. Proof of online Claim Submission shall not constitute proof of receipt by Microsoft.

- (b) Microsoft reserves the right to reject any Registration or Claim Submissions without assigning any reason. Any decision taken in this regard shall be final and binding and not subject to any dispute or challenge.
- (c) Microsoft does not make any commitment, express or implied, to respond to any feedback, suggestion and/or queries of Participants or furnish any reason or explanation for inclusion or exclusion of any Registration or Claim Submission of Participants at any stage of the Program.
- (d) This Program is provided by Microsoft without any liability and each successful Participant must agree to take advantage of the rewards on an "as is" basis. Microsoft makes no representation, and assumes no liability, for any loss or damage to the rewards.

10. **Miscellaneous**

- (a) **Assignment by Microsoft.** Microsoft may assign any or all of its rights under these Terms and Conditions to its Affiliates without consent of Participants.
- (b) **Governing Law and Jurisdiction.** The Program shall be governed by and construed in accordance with the laws of Malaysia and the parties submit to the non-exclusive jurisdiction of the courts of Malaysia.
- (c) **Taxes.** Taxes, including income tax, service tax and other levies imposed by any relevant applicable government or tax authority, as well as other costs including, insurance and incidental costs that may be levied or incurred on the Benefits or rewards, shall be fully borne by Participants.
- (d) **Microsoft Intellectual Property**
 - (1) Nothing in the Program shall affect any Microsoft intellectual property rights in any product or service.
 - (2) All perpetual and worldwide intellectual property rights, including any copyright in the submissions or feedback and the like by Participant shall be owned by Microsoft or its Affiliates. Microsoft shall be entitled to exploit the same in any manner whatsoever.
- (e) In addition to these Terms and Conditions, other specific terms may be imposed by Microsoft any time to deal with any unforeseen situation. Microsoft also reserves the absolute right to change any of these Terms and Conditions and/or any other rules and regulations in respect of the Program at any time without any notice, without assigning any reason and without any liability whatsoever. Participants are requested to refer to such other terms and conditions, if any, which may be displayed on-line or notified separately as Microsoft considers fit. However, there is no obligation on Microsoft to separately notify each individual Participant with regard to such additional terms and conditions.
- (f) Microsoft's employees, directors, partners, consultants and agents engaged in the organization and management of the Program are under no obligation to render any advice or service to any Participant in connection with the Program.
- (g) Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Microsoft reserves the right to seek damages from any such Participant to the fullest extent permitted by law.
- (h) Microsoft or its Affiliates shall be entitled to use, in any manner, the name, images, photographs, likeness, status and other details of Participant, including the Benefits and rewards awarded to them, in any publication. By participating in the Program, all Participants agree to the same. Microsoft may, at its discretion, choose not to disclose the identity of the selected Participant to other Participants.

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Partner Sales Person's Acknowledgement

I, _____ (Designation _____) confirm as follows:

- 1. I have read the official Redemption Form for the Sell Genuine. Get Rewarded. program (including the Terms and Conditions applicable to it).
- 2. I have read and understood, and agree to abide by, the Terms and Conditions of the Sell Genuine. Get Rewarded. PSP Incentive Program above.

Signature: _____

Date: _____

