

**TERMS AND CONDITIONS**  
**COMPLIMENTARY ACCESS TO JALAN GENTING HIGHLANDS FOR ELIGIBLE GENTING**  
**REWARDS CARD MEMBERS**

**1.0 OVERVIEW**

1.1 **GENTING MALAYSIA BERHAD** (199701015485) ("**GENM**") is pleased to offer complimentary access to Jalan Genting Highlands ("**Road**") to eligible card members of the Genting Rewards loyalty programme as may be determined by GENM from time to time (the "**Eligible GRC Member(s)**") (the "**Complimentary Access**"). The Complimentary Access shall apply to **ONE (1)** vehicle registered in the name of the Eligible GRC Member ("**Registered Vehicle**") and shall constitute a Complimentary Access approval ("**Complimentary Access Approval**"), subject to the terms and conditions herein ("**GRC Complimentary Access T&C**"), together with the Rules & Regulations on the Usage of the Genting Roads ("**Genting Road R&R**") and Terms and Conditions for Jalan Genting Highlands Road Charges ("**Road Charges T&C**") set out by the Operator of Jalan Genting Highlands, **LINGKARAN CEKAP SDN BHD (Reg. No. 202001028343 (1384663-M))** ("**LCSB**") available at <https://lingkarancekap.com/>.

1.2 The Eligible GRC Members and/or the driver of the Registered Vehicle shall read and shall be deemed to have read, understood and agreed to comply with all applicable Genting Road R&R, the Road Charges T&C (collectively referred to as "**Road Usage Conditions**") and these GRC Complimentary Access T&C at all material times.

LCSB reserves the sole and absolute discretion to vary, amend or update any of the Road Usage Conditions from time to time without prior notice.

GENM reserves the sole and absolute discretion to vary, amend or update these GRC Complimentary Access T&C from time to time without prior notice.

1.3 In the event that any Eligible GRC Member and/or the driver of the Registered Vehicle does not agree to or accept such amendments to the Road Usage Conditions and/or these GRC Complimentary Access T&C, the GRC Member shall notify GENM accordingly, upon which GENM shall proceed to cancel or withdraw the Complimentary Access Approval for the relevant Registered Vehicle (as defined below).

**2.0 THE COMPLIMENTARY ACCESS APPROVAL**

2.1 The Complimentary Access Approval shall be strictly and solely applicable to the Registered Vehicle.

2.2 Every Eligible GRC Member shall be permitted to register **ONE (1)** vehicle only for the purposes of obtaining the Complimentary Access Approval.

### **3.0 ELIGIBILITY**

#### **3.1 Eligible GRC Members**

The Complimentary Access Approval shall be applicable to eligible Genting Rewards card members and is subject to the member's tier status and other criteria which may be determined by GENM from time to time at the time of passage.

#### **3.2 Category of the Registered Vehicle**

- (a) The Registered Vehicle shall fall strictly under the category classified as "Class 1" only;
- (b) Unless otherwise expressly approved by GENM, the Eligible GRC Member shall be the registered owner of the Registered Vehicle.

### **4.0 REGISTRATION**

4.1 Every Eligible GRC Member may register the vehicle via the Resorts World Genting (RWG) official website or through such other process as may be determined by GENM and/or LCSB at the relevant time.

4.2 Registration must be duly completed and submitted together with all supporting documents as may be required by GENM at the relevant time. Incomplete registration or those lacking the necessary documents may be rejected by GENM.

4.3 All information and supporting documents provided must true, accurate and not misleading. If GENM and/or LCSB discovers that any information and/or supporting documents provided are false or untrue, GENM and/or LCSB may, without prior notice:

- (a) immediately revoke, cancel or suspend the Complimentary Access Approval granted to the affected Registered Vehicle; and
- (b) blacklist, reject or disallow submission of any future registration by the Eligible GRC Member.

### **5.0 USAGE OF THE COMPLIMENTARY ACCESS APPROVAL**

5.1 Only the Registered Vehicle that has been approved and recorded in LCSB's records shall be eligible for the Complimentary Access.

5.2 The Complimentary Access Approval is strictly not transferable or assignable, whereby:

- (i) any request to change, replace or substitute the Registered Vehicle shall be subject to the applicable registration process in force at the relevant time and shall require the prior approval of GENM and is subject to a minimum interval of ninety (90) days from the date of registration and/or last change, with a maximum of two (2) changes permitted within any 365-day period; and

- (ii) the Eligible GRC Member shall immediately notify GENM if the Registered Vehicle is sold or otherwise disposed of to another individual or corporate entity. Failure to do so shall absolve GENM of any responsibility for inconveniences or losses suffered by the Eligible GRC Member and/or the new owner of the Registered Vehicle.
- 5.3 The Registered Vehicle shall utilise the designated licence plate recognition (“LPR” or “**Lorong Khas**”) lanes at the Road Charge Stations in order to enjoy the Complimentary Access. LCSB may from time to time, change or vary the location of the LPR lanes. It shall be the responsibility of the Eligible GRC Member and/or the driver of the Registered Vehicle to ascertain the correct location of the LPR lanes prior to entry. Any appeal or request for refund arising from failure, neglect, or refusal to use the LPR lanes shall not be entertained.
- 5.4 The Complimentary Access Approval is specific to the Registered Vehicle, which:
  - (a) must display a valid and recognisable number plate;
  - (b) must ensure that the number plate is 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 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 in such circumstances shall not be entertained.
- 6.0 REVOCATION / CANCELLATION / SUSPENSION OF THE COMPLIMENTARY ACCESS APPROVAL**
- 6.1 GENM may, at any time, revoke, cancel or suspend the Complimentary Access Approval immediately and to suspend or terminate the membership of the Eligible GRC Member, without any prior notice and without having to assign any reason, upon discovery that the Eligible GRC Member and/or the driver of the Registered Vehicle has:
  - (a) violated, breach or failed to comply with any of the Road Usage Conditions;
  - (b) misused, abused and/or otherwise utilize the Complimentary Access Approval in a manner not in accordance with the requirements of LCSB;
  - (c) provided false, inaccurate or misleading information and/or supporting documents;
  - (d) defamed and/or otherwise damage the reputation of LCSB and/or any company within the Genting Malaysia Berhad group (“**GENM Group**”);
  - (e) harassed, abused, threatened, insulted, offended or otherwise acted in a manner that offends LCSB and/or its directors, officers, personnel, employees, workers, agents, representatives;

- (f) omitted to act, or undertaken any other actions which GENM may, in its sole and absolute discretion, deem inappropriate.

6.2 GENM may immediately revoke, cancel or suspend the Complimentary Access Approval upon:

- (a) the end of the relevant campaign period (if applicable);
- (b) suspension or termination of the membership of the Eligible GRC Member; and
- (c) the Eligible GRC Member's failure to meet the minimum tier points requirement for the Genting Rewards Annual Tier Status by the 31 December of each calendar year;

## **7.0 AMENDMENT OF THE INFORMATION PROVIDED**

7.1 The Eligible GRC Member must immediately update GENM upon any change in the information and/or supporting documents previously provided to GENM. Such updates must be made in accordance with the applicable processes or mode of communication prescribed by GENM at the relevant time.

## **8.0 DATA PROTECTION**

8.1 Personal data shall be collected, processed, stored and handled in accordance with GENM's Personal Data Processing Statement and all applicable data protection laws of Malaysia. The Personal Data Processing Statement is available at <https://www.rwgenting.com/en/privacy-policy.html>.

8.2 By submission of any application relating to the Complimentary Access (including but not limited to new applications, renewals and updates), the Eligible GRC Member shall be deemed to:

- (a) have read, understood, agreed to and accepted the PDPS;
- (b) unconditionally and voluntarily agreed and consented to GENM and/or any company within the GENM Group collecting, processing, using, and/or storing the Eligible GRC Member's personal data for the purposes set out in the PDPS; and
- (c) expressly consent to GENM disclosing the personal data provided to LCSB for the purpose of Complimentary Access Approval.

8.3 Any individual who does not agree with the PDPS shall refrain from registering for the Complimentary Access Approval with GENM.

## **9.0 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 ELIGIBLE GRC MEMBER SHALL INDEMNIFY AND KEEP INDEMNIFIED GENM, LCSB, ANY COMPANY WITHIN GENM GROUP, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, WORKERS, PERSONNEL, CONTRACTORS, AGENTS, REPRESENTATIVES AND/OR CONSULTANTS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND DEMANDS THAT MAY ARISE (EITHER DIRECTLY OR INDIRECTLY) FROM THE

GRANTING OF THE COMPLIMENTARY ACCESS APPROVAL TO THE ELIGIBLE GRC MEMBER, AND/OR REGISTERED VEHICLE, OR DUE TO ANY BREACH, DEFAULT OR NON-COMPLIANCE OF THESE GRC COMPLIMENTARY ACCESS T&C COMPLIMENTARY ACCESS BY THE ELIGIBLE GRC MEMBER AND/OR THE DRIVER OF THE REGISTERED VEHICLE.

## **10.0 MISCELLANEOUS**

- 10.1 The Eligible GRC Member expressly agrees and acknowledges that all decisions made by GENM in respect of these GRC Complimentary Access T&C shall be final, conclusive, and binding upon the Eligible GRC Member, without the need for further justification or explanation.
- 10.2 The Eligible GRC Member shall be deemed to be the driver/user of the Road and shall be bound by all decisions made by LCSB. The Eligible GRC Member shall be fully liable for any actions, misconduct, omissions, negligence, breaches or defaults committed by the driver of the Registered Vehicle along the Road and/or at the Road Charge Stations, regardless of whether the use of the Registered Vehicle on the Road was authorised by the Eligible GRC Member.
- 10.3 The governing law of these GRC Complimentary Access T&C shall be the laws of Malaysia.
- 10.4 These GRC Complimentary Access T&C may be translated into other languages. In the event of discrepancy, the English version shall prevail.

## **11.0 CONTACT INFORMATION**

- 11.1 For inquiries and assistance on the registration process, kindly approach the Genting Rewards Guest Services counter.
- 11.2 For inquiries and assistance on the LPR on the Road Charge Stations and/or Jalan Genting Highlands related matters, please contact:

Address : 8<sup>th</sup> 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](mailto:enquiries@lingkarancekap.com)

Customer Service Hotline : +603-6105 2588