

## **MBSB Bank Calendar Giveaway Contest T&C – 14 Dec 2020**

### **1. The Contest Period**

The Rewards & Resolutions (“Contest”) is organised by MBSB Bank Berhad (“MBSB Bank”) from 15th December 2020 to 4<sup>th</sup> January 2021, 11.59PM (“Contest Period”).

MBSB Bank may, at its sole and absolute discretion, extend or hold the Contest Period at any time without prior notice.

### **2. Eligibility**

The Contest is only open to Malaysian citizens and Permanent Residents (PR) with Malaysian identification card, aged 18 and above, who are MBSB Bank’s Instagram followers or Facebook’s fans (“Participants”).

MBSB Bank’s employees, suppliers, advertising agencies and their immediate family members are not eligible to participate in the Contest.

### **3. Contest Mechanics**

The Contest is only open during the Contest Period and any entries after the Contest Period shall not be entertained.

The Participants are required to complete either of the following:

#### Facebook:

1. To “Like” MBSB Bank’s Facebook page at <https://www.facebook.com/MBSBBankMY/>
2. Answer the questions posted by MBSB Bank in the comment section
3. Tag three (3) friends in the comment section to take part in the contest

#### Instagram:

1. Follow @mbsbbank on Instagram
2. Answer the questions posted by MBSB Bank in the comment section
3. Tag three (3) friends in the comment section to take part in the contest

There is no limit to the number of Contest entries from any Facebook or Instagram ID.

#### **4. Judging Criteria**

100 entries per post with the most creative answer will be selected by MBSB Bank.

Any and all decisions made by MBSB Bank in relation to every aspect of the Contest shall be final and conclusive. Any subsequent correspondences, disputes, appeal or enquiries will not be entertained.

#### **5. Prizes**

200 MBSB Bank 2021 Calendars for 100 winners only on each platform – Facebook & Instagram.

(Collectively “Prizes”).

The Prizes will be couriered to the winners within seven (7) working days upon receiving their reply to MBSB Bank’s notification via private message on Facebook or direct message on Instagram.

MBSB Bank reserves the right to substitute the Prizes with item(s) of equivalent value at any time without prior notice.

The Prizes are not transferable, redeemable and/or exchangeable for cash or credit of any kind.

#### **6. Winners**

Winners will be announced by MBSB Bank within fourteen (14) working days after the end of the Contest via comment section on Facebook or Instagram. Winners will need to contact MBSB Bank via private message on Facebook or direct message on Instagram. If a winner cannot be contacted within five (5) working days of being notified by the means stated above, at the absolute discretion of MBSB Bank, the winner will be disqualified from winning the Prizes and another Participant with the right answer will be selected by MBSB Bank as the winner. This selection process will be repeated until a winner is successfully contacted.

MBSB Bank shall not be held liable in any manner whatsoever to the Participants for any loss or damages howsoever arising in connection with the Contest (including loss of opportunity and consequential loss flowing therefrom) and damage suffered in the event the winner cannot be reached. Furthermore, MBSB BANK shall not be liable for any default in respect of the Contest due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of MBSB Bank.

The Participants and/or the winners are participating in the Contest at their own risk. MBSB Bank and its affiliated partners will not be responsible or held liable, and the Participants and/or the winners agree to waive, release, absolve and discharge MBSB Bank and its affiliated partners from any and all liability, for any injury or death, disability, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever during the participation, or after the participation in the Contest. The Participants and/or winners shall indemnify and hold harmless MBSB Bank and its affiliated partners from any and all liabilities or claims, actions, lawsuits, damages and judgement, including solicitor’s fees, arising out of or relating to the Participants’ and/or the winners’ participation in the Contest, whether caused by the negligence of MBSB Bank and its affiliated partners or otherwise.

## 7. Other Conditions

By participating in the Contest, the Participants are deemed to have read, understood and agreed to be bound by the Terms and Conditions stipulated herein and will abide by all decisions made by MBSB Bank.

By participating in the Contest, the Participants are agreeing to MBSB Bank storing and using the Participants' information as well as any images shared for any marketing purposes. MBSB Bank will not share the Participants' information with third parties unless it is specifically agreed by the Participants on the sharing of these details and the Participants can opt out at any time by emailing MBSB Bank at [socmed@mbsbbank.com](mailto:socmed@mbsbbank.com) directly.

The Participants and/or the winners hereby authorise MBSB Bank to disclose information relating to the address and contact details of the Participants and/or the winners to such other parties as MBSB Bank may engage for the delivery of the Prizes to the Participants and/or the winners. The delivery of the Prizes shall be at the risk of the Participants and/or the winners and should MBSB Bank require the Participants and/or the winners to collect the Prizes at such time and place to be notified by MBSB Bank, the same shall be collected at the sole cost, expense and risk of the Participants and/or the winners.

The Participants and/or the winners shall assume full liability in the event of any injury, damage or claim resulting from participation in the Contest and/or use and/or redemption of their Prizes and/or infringement of a third party intellectual property rights.

MBSB Bank has the absolute discretion to change, delete or add to any of these Terms and Conditions and/or to terminate, suspend or cancel the Contest at any time without prior notice. For the avoidance of doubt, termination, suspension or cancellation of the Contest shall not entitle any of the Participants and/or the winners to claim compensation against MBSB Bank for any and all losses or damages suffered or incurred by the Participants and/or the winners as a direct or indirect result of such act of termination, suspension or cancellation.

The Participants and/or the winners acknowledge, understand and agree that their details may be shared by MBSB Bank for the purposes of the Contest. Any Participants' information or personal data ("Personal Data") provided by the Participants to MBSB Bank in connection with the Contest shall be kept confidential except to any activities mentioned thereto. MBSB Bank shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participants' Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010.

The Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. By participating in the Contest, the Participant agrees to a complete release of Instagram from any claims.

In the event of any complaints related to the Contest, the Participants may contact MBSB Bank via private message on Facebook (<https://www.facebook.com/MBSBBankMY/>) or direct message on Instagram @mbsbbank.