

SPECIFIC TERMS AND CONDITIONS FOR PRIMEWIN DRAW
(Effective Date: 24 April 2019)

1.0 DEFINITION

1.1 For the purpose of these Terms and Conditions ("T&C"), the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

'Account' means the Accountholder's Account or CASA-i opened and maintained with the Bank. The products shall be governed by these Terms & Conditions.

'Accountholder' means the Entity under whose name the Account has been opened and maintained with the Bank.

'Campaign Period' means the duration of the campaign which is from 24 April 2019 until 30 April 2020 (both dates inclusive).

'Closing Date' means the last date where deposits will be counted for Eligibility Unit for respective Draw Category.

'Deposit Period' means the period where deposits must be made in order to achieve the required minimum MEAB.

'Draw' means prize draw events organized on the date determined by the Bank for selection of winners.

'Draw Category' means monthly, quarterly and grand prize draw.

'Eligibility Amount' means minimum Initial Deposit and minimum Month-end Available Balance for respective Draw Category.

'Eligible Customer' means a new/existing customer being the Accountholder who opens or makes additional deposits in PrimeWin Account during the Deposit Period and satisfies the required criteria to participate in the Draw organized by the Bank in accordance with the Terms and Conditions stipulated herein.

'Eligibility Unit' means number of entries which represents the entitlement to participate in the Draw which is calculated upon expiry of the Retention Period.

'Entity' means without limitation: natural persons, partnerships, sole-proprietorships, firms, companies, corporations, body corporate, societies, associations, unincorporated associations / body of persons, trusts, organizations, statutory bodies, government entities, state / agency of a state and other legal entities recognized under the laws of Malaysia.

'Month-end Available Balance' ("MEAB") means the sum available in the Account based on the Bank's record at the end of each calendar month.

'Minimum Month-end Available Balance' means the requirement for the Accountholder to maintain the minimum Available Balance in his/her Account to qualify for the Draw.

'Prizes' means the cash prizes offered by the Bank based on Draw Category under PrimeWin Account.

'Retention Period' means the time period for the Accountholders to maintain the minimum MEAB in the PrimeWin Account to determine the Eligibility Unit.

2.0 CAMPAIGN PERIOD

2.1 This PrimeWin Campaign organized by the Bank, will commence from 24 April 2019 until 30 April 2020 (both dates inclusive) ("Campaign Period").

3.0 ACCOUNT MAINTENANCE

3.1 All deposits must be made during the Deposit Period;

3.2 Deposits made by way of cheque(s) are subject to their clearance and will only be considered as deposits after the cheque(s) are paid or cleared and will only be considered good if not returned or dishonoured;

3.3 For the purpose of ascertaining the MEAB, the closing balance of the Account for each calendar month during the Campaign Period shall be the determining factor.

4.0 ELIGIBILITY CRITERIA

4.1 ELIGIBLE CUSTOMER

4.1.1 Any Eligible Customer may participate in the Draw except Accountholders whose Accounts have been suspended or terminated or have breached any other agreements with the Bank.

4.1.2 For Joint Accountholders, only the primary Accountholder will qualify to participate.

4.2 ELIGIBLE AMOUNT

4.2.1 The Eligible Customer is required to open or make additional deposit in the PrimeWin Account during Deposit Period to participate in the Draw as follows:

| Draw Category | Monthly | Quarterly | Yearly (Grand Prize) |
|---|---|-----------|---|
| Min. Initial Deposit | RM100 (Savings Account-i); RM1,000 (Current Account-i) | | |
| Min. Month-end Available Balance (MEAB) | RM100 | RM500 | RM3,000 |
| Min. Retention Period | One (1) month period after the Closing Date | | Three (3) months period i.e. Not less than two (2) months before and one (1) month after the end of the Campaign Period |

4.2.2 The MEAB shall be maintained throughout the Retention Period and any withdrawals made during the Retention Period will reduce the Eligibility Unit.

4.2.3 Any deposit during the Retention Period will only be counted for the next Draw or other Draw Category.

4.3 ELIGIBILITY UNITS (EU)

4.3.1 Eligible Customer is required to open or make additional deposit in the PrimeWin Account during the Deposit Period to achieve the minimum MEAB for respective Draw Category.

4.3.2 For every RM100 of available amount maintained until end of respective Retention Period will entitle for one (1) EU.

4.3.3 For clarity, the EU will be calculated based on the MEAB after netting off any withdrawals during Retention Period. Where the withdrawals here refer to any debit transactions initiated by the Accountholder via any channels provided by the Bank or debit advice for the fees and charges.

4.3.4 The calculation of the EU are illustrated below:

| Monthly Draw | |
|---|------------------------|
| Deposit Period | 24 April – 31 May 2019 |
| Closing Date | 31 May 2019 |
| MEAB as at Closing Date | RM200 |
| Retention Period i.e. 1 month period after the Closing Date | 1– 30 June 2019 |
| Total Withdrawals during the Retention Period | RM100 |
| MEAB after netting off withdrawals made during the Retention Period i.e. as at 30 June 2019 | RM200 – RM100 = RM100 |
| No. of Eligibility Unit | RM100 = 1 Unit |

| Quarterly Draw | |
|---|-----------------------------|
| Deposit Period | 24 April - 31 July 2019 |
| Closing Date | 31 July 2019 |
| MEAB as at Closing Date | RM5,000 |
| Retention Period i.e. 1 month period after the Closing Date | 1 – 31 August 2019 |
| Total Withdrawals during the Retention Period | RM1,000 |
| MEAB after netting off withdrawals made during the Retention Period i.e. as at 31 August 2019 | RM5,000 – RM1,000 = RM4,000 |
| No. of Eligibility Unit | RM4,000/ 100 = 40 Units |

| Yearly / Grand Draw | |
|---------------------|-----------------------------|
| Deposit Period | 24 April 2019 - 29 Feb 2020 |
| Closing Date | 29 Feb 2020 |

| Yearly / Grand Draw | |
|--|--|
| Campaign Period | 24 April 2019 – 30 April 2020 |
| Retention Period i.e. Three (3) months period i.e. Not less than two (2) months before and one (1) month after end of the Campaign Period i.e. as at 31 May 2020 | 1 March 2020 – 31 May 2020 |
| Scenario # 1 MEAB as at 29 Feb 2020 | RM3,000 (Eligible) |
| Total Withdrawals during the Retention Period i.e. 1 March 2020 – 31 May 2020 | RM1,000 |
| MEAB after netting off withdrawals made during the Retention Period i.e. as at 31 May 2020 | RM3,000 – RM1,000 = RM2,000 |
| No. of Eligibility Unit | No EU as the min. MEAB at the end of the Retention Period shall be RM3,000 |
| Scenario # 2 MEAB as at 29 Feb 2020 | RM3,000 (Eligible) |
| Total Withdrawals during the Retention Period i.e. 1 March 2020 – 31 May 2020 | Nil |
| MEAB after netting off withdrawals made during the Retention Period i.e. as at 31 May 2020 | RM3,000 |
| No. of Eligibility Unit | RM3,000/ 100 = 30 Units |

5.0 SELECTION OF WINNERS

- 5.1 Eligible Customer is only entitled to a maximum of:
- One (1) monthly prize per month; and/or
 - One (1) quarterly prize per quarter; and/or
 - One (1) grand prize per annum
- 5.2 Eligible Customer, unless stated otherwise, is not required to sign up or fill-up any application form to participate in the Draw or campaign.
- 5.3 Only active accounts will be entitled for the Draw. Deceased Accountholder will not be eligible to participate in the Draw and the Bank reserves the right to include or exclude any account as it considers necessary or appropriate.
- 5.4 The Draw will be carried out in the presence of the Bank's winner selection committee. The shortlisted winners will then be contacted at a maximum of three (3) attempts within two (2) different working days via their last registered contact number with the Bank i.e. either the mobile number, office number or residence number, from 8.30 am to 5.30 pm, from Monday to Friday. For Joint Accountholders, only the primary Accountholder will be contacted.
- 5.5 In the event the shortlisted winners are unable to be contacted by the Bank, the Bank shall reserve the rights to replace / select other shortlisted winners to be the winner.
- 5.6 In the event of death of the winner prior to the Bank's notification, the Bank shall have the absolute discretion to deal with the prize including to re-draw and/or elect any other shortlisted winners as the winner or any other way whichever the Bank considers appropriate.
- 5.7 The winners listing will be published via the Bank's website at www.mbsbbank.com and/or through any other means whichever the Bank deems appropriate.
- 5.8 The results of the winners shall be final. No appeal or correspondence will be entertained.
- 5.9 Any claim for the prizes (in the event the account was closed before the crediting of the prize) must be made within 12 months from the date of the Bank's announcement.
- 5.10 In the event of death of the winner after the notification of the prize winner, the heirs, legal representative and/or administrator of the deceased may claim the prize within 12 months from the date of the notification.

6.0 DRAW DATE

- 6.1 The Draw will be conducted on the following month of the Retention Period as scheduled below:

| Draw Category | Deposit Period | Closing Date | Retention Period | Draw Date |
|---------------|------------------------|----------------|--------------------|----------------|
| Monthly Draw | 24 April - 31 May 2019 | 31 May 2019 | 1 - 30 June 2019 | July 2019 |
| | 1 - 30 June 2019 | 30 June 2019 | 1 - 31 July 2019 | August 2019 |
| | 1 - 31 July 2019 | 31 July 2019 | 1 - 31 August 2019 | September 2019 |
| | 1 - 31 August 2019 | 31 August 2019 | 1 - 30 Sept 2019 | October 2019 |
| | 1 - 30 Sept 2019 | 30 Sept 2019 | 1 - 31 Oct 2019 | November 2019 |
| | 1 - 31 Oct 2019 | 31 Oct 2019 | 1 - 30 Nov 2019 | December 2019 |

| Draw Category | Deposit Period | Closing Date | Retention Period | Draw Date |
|----------------|-----------------------------|---------------|-----------------------|----------------|
| | 1 - 30 Nov 2019 | 30 Nov 2019 | 1 - 31 Dec 2019 | January 2019 |
| | 1 - 31 Dec 2019 | 31 Dec 2019 | 1 - 31 Jan 2020 | February 2020 |
| | 1 - 31 Jan 2020 | 31 Jan 2020 | 1 - 29 Feb 2020 | March 2020 |
| | 1 - 29 Feb 2020 | 29 Feb 2020 | 1 - 31 March 2020 | April 2020 |
| | 1 - 31 March 2020 | 31 March 2020 | 1 - 30 April 2020 | May 2020 |
| | 1 - 30 April 2020 | 30 April 2020 | 1 - 30 June 2020 | June 2020 |
| Quarterly Draw | 24 April - 31 July 2019 | 31 July 2019 | 1 - 31 August 2019 | September 2019 |
| | 1 August - 30 Oct 2019 | 30 Oct 2019 | 1 - 30 Nov 2019 | December 2019 |
| | 1 Nov - 31 Jan 2020 | 31 Jan 2020 | 1 - 29 Feb 2020 | March 2020 |
| | 1 Feb - 30 April 2020 | 30 April 2020 | 1 - 31 May 2020 | June 2020 |
| Grand Draw | 24 April 2019 - 29 Feb 2020 | 29 Feb 2020 | 1 March - 30 May 2020 | June 2020 |

6.2 The Bank at its absolute discretion may review the dates or frequency of the Draw from time to time as the Bank considers appropriate.

7.0 GENERAL

7.1 The Accountholder is advised to read and understand these T&Cs before participating in the PrimeWin Draw, campaign and/or promotions.

7.2 These T&Cs govern all PrimeWin Accounts opened and maintained by the Accountholder with the Bank. By opening, maintaining and using the Accounts, the Accountholder are deemed to have read, understood and accepted every term, agreed to be bound by these T&Cs and any decision of the Bank.

7.3 In compliance with the Personal Data Protection Act (PDPA) 2010, the Bank shall protect the personal data of the Accountholders. By opening and maintaining the PrimeWin Account with the Bank, the winners hereby agree to the following:

- i. Consent and authorize the Bank to disclose, advertise or publish their name and identity in any media, advertising or marketing materials including interviews, prize-giving or other publicity events arranged by the Bank; and
- ii. Grant the Bank with an absolute and unrestricted right to modify, use and/or publish images, name, MyKad/Passport of the winners for any marketing or commercial purpose without any compensation or payment whatsoever; and
- iii. To attend and participate in any events for marketing / publicity purposes, which may be arranged by the Bank, such as the prize giving ceremony, press interview or photo shoot session, if necessary.

7.4 The Bank shall not be responsible for any injury, loss or damage resulting from redemption or use of the Prizes offered.

7.5 These T&Cs shall prevail over any provision or representation contained in any promotional materials (including without limitation, printed flyers or buntings), or any advertisements on this product with regards to Draw.

7.6 Decisions relating to PrimeWin Account are final and binding on all Accountholders. If any matter arises which are not covered in these T&Cs will be determined by the Bank at its absolute discretion.

7.7 The T&Cs herein are in addition to and without prejudice to the PrimeWin Account-i Terms and Conditions. In the event of any inconsistency between these terms and conditions, these T&Cs shall prevail with regards to the Draw.

7.8 Subject to the Shariah rules and principles, the Bank reserves its absolute discretion to vary, delete or add to any of these T&Cs contained herein wholly or in part by giving at least twenty-one (21) calendar day's prior notice. The Bank may give such notice or communication through any modes or methods as it deems appropriate including without limitation by post, by notification in the mass media, by posting the notice in the Bank's branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting onto the Bank's website or at ATM or other terminals under the control of the Bank or by any other modes of communication as the Bank may deem fit. These T&Cs may also be viewed via www.mbsbbank.com.

7.9 These T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and Shariah principles and the Accountholders agree to submit to the jurisdiction of the Courts of Malaysia.

[End]