

## TERMS & CONDITIONS (“T&Cs”) FOR “OH YEAH!” CAMPAIGN – HARTAWAN EMAS

The following terms and conditions shall be applicable to Bank Muamalat Malaysia Berhad (6175-W) (“BMMB”), “Oh Yeah!” Campaign.

### CAMPAIGN PERIOD

1. “Oh Yeah!” Campaign (the “Campaign”) will commence from **8<sup>th</sup> September 2017** until **31<sup>st</sup> March 2018** (“Campaign Period”).

### ELIGIBILITY

2. The Campaign is open to all new and existing BMMB’s Individual customers residing in Malaysia (including non-residents).
3. The following persons/entities are NOT ELIGIBLE to participate in this Campaign:-
  - Sole-proprietorships, Partnerships and Societies/ Clubs/ Associations/ Non-profit Organisations;
  - Corporate and Commercial account holders;
  - Permanent and/or contract employees of BMMB and Muamalat Invest Sdn Bhd (MISB);
  - Immediate family members of BMMB and MISB employees;
  - Individuals below the age of 18 years old.
4. For joint accounts, the eligible participant shall be the primary account holder only. The number of entries will be determined based on per account basis regardless of the number of joint account holders in the said accounts.
5. Participating Savings Account (“Campaign Account”)
  - 5.1 Participating SA for this Campaign is **Savings Account-i (Tawarruq) “Oh Yeah”** or **Savings Account-i (Tawarruq) “Oh Yeah” Online** (“Campaign Account”)
  - 5.2 The process to become accountholder of **Savings Account-i (Tawarruq) “Oh Yeah”** or **Savings Account-i (Tawarruq) “Oh Yeah” Online** is different for existing SA customer and new customer, as elaborated below:
    - 5.2.1 Existing customers:-
      - Refers to all existing accountholders from any other BMMB Savings Account (“Non Campaign Account”)
      - Customers under this category shall be eligible for the Campaign subject to written consent for change of product from Non Campaign Account to Campaign Account by filling up Service Request Form at BMMB branch
      - By signing the Service Request Form, the customers acknowledge the conversion exercise and have read and understood the terms and conditions of Non Campaign Account and Campaign Account.
      - Apart from the conversion of Non Campaign Account, customer may also opt to open a NEW **Savings Account-i (Tawarruq) “Oh Yeah”** or **Savings Account-i (Tawarruq) “Oh Yeah” Online** (available in i-Muamalat) to be eligible for the Campaign.

- Upon expiry of the Campaign period, the **Savings Account-i (Tawarruq) "Oh Yeah"** will be automatically converted to **Savings Account-i (Tawarruq) One Reach ("TARSA ONE REACH")** and **Savings Account-i (Tawarruq) "Oh Yeah" Online** will be automatically converted to **Savings Account-i (Tawarruq) Online**.
  - Existing accountholders of the following SA is **NOT ALLOWED** to request for product change from Non Campaign Account to Campaign Account to be eligible for the campaign but he/she is required to open a NEW **Savings Account-i (Tawarruq) "Oh Yeah"** or **Savings Account-i (Tawarruq) "Oh Yeah" Online**:
    - i) **Savings Account-i (Tawarruq) FMEP**.
    - ii) **Savings Account-i (Tawarruq) Salary Scheme**.
  - Existing accountholders of the following SA is **NOT ALLOWED** to participate in the Campaign:
    - i) **Savings Account for individual age below 18 years (Minor)**.
    - ii) **Savings Account-i (Tawarruq) Beestari**.
- 5.2.2 New customers:-**
- The new customers are required to open **Savings Account-i (Tawarruq) "Oh Yeah"**.
  - Upon expiry of the Campaign period, **Savings Account-i (Tawarruq) "Oh Yeah"** will be automatically converted to **Savings Account-i (Tawarruq) One Reach (TARSA ONE REACH)**.

#### CRITERIA FOR CAMPAIGN PARTICIPATION

6. Criteria to participate in this campaign and for entry to prize draw are as follows:

##### 6.1 Minimum deposit in Campaign Account

- Existing customer (as per item 5.2.1) who opt for product change (from Non Campaign Account to Campaign Account) must top up a minimum deposit of RM1,000 into **Savings Account-i (Tawarruq) "Oh Yeah"**.
- As for New customer (as per item 5.2.2) and Existing who opt to open a NEW **Savings Account-i (Tawarruq) "Oh Yeah"** are required to deposit a minimum of RM1,000 into **Savings Account-i (Tawarruq) "Oh Yeah"**.
- Entry Point ("EP") will be based on monthly Average Daily Balance (ADB) whereby for every RM1,000 ADB, eligible participant will entitle for 1 EP (computed on round down basis)

Formula to compute ADB is as follows:

$$\frac{\text{Total Aggregate Daily Balance for the month}}{\text{Number of days for the month}}$$

- Example of EP entitlement based on ADB is illustrated as follows:-

Customer open **Savings Account-i (Tawarruq) "Oh Yeah"** or **Savings Account-i (Tawarruq) "Oh Yeah" Online** on 20<sup>th</sup> January 2018

Month	January 2018	February 2018	March 2018
Total Aggregate Daily Balance for the month (RM)	60,000	35,800	96,570
No of days	12* *(from 20 -31 Jan)	28	31
Monthly ADB (RM)	= 60,000 / 12 days = <u>5,000</u>	= 35,800 / 28 days = <u>1,278.57</u>	= 96,570 / 31 days = <u>3,115.16</u>
Number of EP entitle for the draw	= 5,000 /1,000 = <u>5 EP</u>	= 1,278.57 /1,000 = <u>1 EP</u>	= 3,115.16 /1,000 = <u>3 EP</u>

## 6.2 Earmarking of the minimum deposit RM1,000

- The minimum deposit placement of RM1,000 shall be earmarked in the Campaign Account for seven (7) months (i.e. Earmarking Period) commencing from the date of placement;

Example of Earmarking Period are tabled below:

	Placement Date	Earmarking Period
1	20/11/2017	20/11/2017 to 19/06/2018
2	15/09/2017	15/09/2017 to 14/04/2018
3	06/02/2018	06/02/2018 to 05/09/2018

## 6.3 Irrevocable Letter of Authorisation (ILA)

### 6.3.1 Execution

#### 6.3.1.1 Account opening Over The Counter (BMMB branch)

- For the purpose of earmarking, the eligible participant is required to execute Irrevocable Letter of Authorisation at the branch where the placement of RM1,000 is made in **Savings Account-i (Tawarruq) "Oh Yeah"**.

#### 6.3.1.2 Account Opening via Retail Internet Banking (i-Muamalat)

- By proceeding with the process of the Oh Yeah - Hartawan Emas Campaign, the customer is agreeable with the Terms and Conditions the campaign and authorised the bank to proceed accordingly including but not limited to Earmark the minimum deposit of RM1,000 for seven (7) months from date of the account opened in **Savings Account-i (Tawarruq) "Oh Yeah" Online**.

### 6.3.3 Cancellation of Earmarking

- In the event the minimum earmarked amount of RM1,000 in Campaign Account in cancelled, withdrawn or released (in part or full) during the earmarking period for any reason whatsoever, will be disqualified from the Campaign's draw; and
- The customer must come and give written instruction to the nearest BMMB branch to release the earmarked amount.

### 6.4 Fresh funds requirement

- All deposit placement into Campaign Account for the Campaign must be made with Fresh funds.
- 'Fresh funds' refer to monies or funds that are not derive from any of existing BMMB deposit account.
- Deposits, either by cash or cheque can be made via over-the-counter, cash deposit machines (CDMs), cheque deposit terminals (CDT) transactions, Interbank Giro (IBG), Interbank Fund Transfer (IBFT) or any other mode of deposit acceptable by BMMB.
- Cheque deposits are subject to clearance and will only be considered once the proceed is credited into the Campaign Account.

## PRIZES

7. Eligible participants are entitled for Monthly Prizes and Grand Prizes offers under this campaign, the prize details as follows: -

### 7.1 Monthly Prizes

Prizes	No. of winners per state or cluster of state**	No of states or cluster of states**	No of winners per month	No. of winners (7 months)
10 gm <b>Gold minted bar</b> for each winner	4	11	44	308

\*\* Prizes are allocated to each 11 states/cluster states categorized as follows:-

Kelantan, Terengganu, Pahang, Johor, Melaka/ Negeri Sembilan, FT, Selangor, Perak, Pulau Pinang, Kedah/Perlis and Sabah/Sarawak

### 7.2 Grand Prizes

Prizes	No. of Winners
1 kg <b>Gold bar</b> for each winner	3

## DRAW FOR WINNER SELECTION

8. Based on qualifying criteria, eligible participants may participate in the following Draws to select winners for the prizes allocated:-

### 8.1 Monthly Draws

- Eligible candidates will be short-listed by applying a random number to the monthly qualifying list of entries.
- In instance of no eligible winner for the particular period, the prizes for the period will be forfeited.
- Any termination of **Savings Account-i (Tawarruq) "Oh Yeah"** or **Savings Account-i (Tawarruq) "Oh Yeah" Online** will be disqualified from the Campaign's monthly draw.

### 8.2 Grand Draw

- Eligible candidates will be short-listed by applying a random number to all qualifying list of entries in April 2018.
- The Monthly Prize winners are eligible for the selection of the Grand Prize winners.
- Any termination of **Savings Account-i (Tawarruq) "Oh Yeah"** or **Savings Account-i (Tawarruq) "Oh Yeah" Online** will be disqualified from the Campaign's Grand draw.

8.3 Winners shall be solely determined by BMMB's winner selection committee whose decision shall be final and conclusive. No correspondence, queries, appeals or protest will be entertained in any event.

## 9. Winners Notification

9.1 Winners will be notified via official letters and/or telephone calls/SMS/i-muamalat/corporate website. BMMB reserves the right to publish winner names in BMMB corporate website [www.muamalat.com.my](http://www.muamalat.com.my), Facebook and/or selected newspapers.

9.2 In the event that BMMB is unable to contact the winning customer(s) within 30 calendar days and having exhausted the normal channel of communication based on the BMMB's record (i.e. telephone calls, SMS, letters, i-muamalat), BMMB has the right to select another eligible winner as replacement(s).

9.3 A specific date will be determined by BMMB for a prize giving ceremony (if any) and all winners shall adhere to the following:-

- It is compulsory for all winners to be present during the prize giving ceremony;
- All winners will be notified via phone call/SMS and/or letter/i-muamalat for the details of the prize giving ceremony; and
- If the winner(s) fail to attend such ceremony without valid reason(s), BMMB reserves the right to forfeit the prize(s) and select another winner.
- The winners are responsible to make the necessary arrangements with BMMB and/or its developer/distributor/agent to collect or redeem their prize(s). BMMB will not bear any accommodation and/or transportation and/or other cost that the winners may incur or have to incur in the course of redeeming or using the Prizes.

## PRIZES REDEMPTION

## 10. Claim of prizes

- 10.1 Winners must claim for the prizes within 21 days upon availability of the prize (i.e. to be informed by BMMB), failing which the unclaimed prizes will be forfeited.
- 10.2 To claim for the prize(s), winners must produce their identification card for verification and to sign the relevant form/declaration/nomination form for item 11.3 below as required by BMMB.
- 10.3 In the event of demise of a winner after the prize giving ceremony, the prizes can only be claimed by the nominated person within the balance of 21 days together with supporting documents acceptable to BMMB, failing which BMMB reserves the right to forfeit the Prizes and select another winner.
- 10.4 The prizes are not transferable, nor exchangeable for cash, credit or kind.
- 10.5 Prizes are based on availability of stock and BMMB reserves the sole and absolute rights to cease or substitute the prizes with any prizes of equivalent value without giving prior notice to the participants/winner.
- 10.6 The prizes shown in the advertisement and other marketing materials (if any) are for illustration purposes only and the actual design may differ.

## GENERAL

### 11. Declaration and Authorization

- 11.1 BMMB reserves the right to cancel, terminate or suspend this Campaign with or without prior notice. For avoidance of doubt, cancellation, termination or suspension by BMMB of the Campaign shall not entitle the accountholders to any claim or compensation against BMMB for any and all losses or damages suffered or incurred by the accountholders as a direct or indirect results of the act of cancellation, termination or suspension.
- 11.2 All eligible customers of the Campaign shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against the, under the applicable laws, if any, and installation costs, where applicable in relation to the Prizes and the Campaign.
- 11.3 By participating in this Campaign, the accountholders are deemed to have read and understood and have agreed to be bound by these Terms and Conditions and appointed agencies terms and conditions and irrevocably authorized BMMB to disclose, reveal, divulge information regarding their particulars to the parties involved directly or indirectly in organizing and promoting the campaign. BMMB reserves the exclusive right to publish or display the names and photographs of the winners for advertising and publicity purposes only. Property in campaign forms (if any), names and photographs of winners shall belong to BMMB.
- 11.4 BMMB shall not be liable for any injury or loss of lives and valuables or any other loss or damage whatsoever or howsoever suffered or sustained by the accountholders arising or resulting, directly or indirectly, in whole or part, from their participation in the Campaign or from the prize or prizes won by them through the Campaign or as a result of any of act

of omission on the part of BMMB. BMMB shall not be liable for any failure to perform any obligation in respect of this Campaign due to any act of God, war, riot, strike, lock out, industrial action, fire, flood or any event beyond reasonable control of BMMB.

115 Save and except for the specific Campaign Terms and Conditions stated herein, all other terms and conditions set out in the Terms and Conditions governing the Savings Account under the concept of Tawarruq shall continue to apply.

11.6 In the event of any inconsistency or discrepancy between the English version of these Terms and Conditions and the translation of these Terms and Conditions in any language, the English version shall prevail. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing and promotional materials relating to the Campaign or its promotion, these Terms and Conditions shall prevail.

11.7 If a winner is subsequently found to be ineligible to participate in the Campaign or claim the prize conferred, BMMB reserves the right to forfeit or reclaim the prize and confer the same on such other winner as may be determined in such manner as BMMB deems fit.

11.8 BMMB reserves the right from time to time as it deems fit to vary, supplement, delete, amend, modify and/ or change any of these Terms and Conditions by giving at least minimum of twenty one (21) days prior notice thereof and the notice shall be posted on BMMB website at [www.muamalat.com.my](http://www.muamalat.com.my) or in any other manner deemed suitable by

BMMB. Customers who had participated in the Campaign are deemed to have accessed BMMB's website and to have knowledge of and to have agreed to any changes or variations to these Terms and Conditions. Customers agree that their continued participation in the Campaign will constitute their acceptance of these Terms and Conditions (as varied or changed).

11.9 These Terms and Conditions are governed by and construed under the laws of Malaysia.

11.10 The Terms & Conditions including the discretion rights and/or power given to any parties under this document shall be subject to Shariah principles.