

APPENDIX 1 - CAMPAIGN 'WIN VOUCHER FOR BACK TO SCHOOL PREPARATION' (“CAMPAIGN TERMS AND CONDITIONS”)

1. Definition

1.1. For the purpose of this Terms and Conditions, the following words and expressions shall have the meanings assigned to them except where the context otherwise requires:-

“**The Bank**” means Bank Simpanan Nasional, a statutory body incorporated in Malaysia under the Bank Simpanan Nasional Act 1974 and having its registered address at Wisma BSN, 117 Jalan Ampang, 50450 Kuala Lumpur

“**Day**” means Monday to Friday, and whereby the registered office of the Bank is open, unless stated otherwise.

“**Campaign**” means the ‘Win Voucher for Back to School Preparation’ Campaign organized by the Bank in accordance with the Terms and Conditions set herein.

“**Eligible Customer**” means new or existing customers of individuals who have use MyBSN channel for this campaign.

“**Bill payment / JomPAY Transaction**” means the successful payment of any bills or invoices via Bill Payment / JomPAY at MyBSN Channel. The transaction is to be carried out during the Campaign Period through MyBSN channel.

“**Biller Bank / JomPAY Biller**” means the biller that is registered with the Bank / JomPAY.

“**MyBSN Channel**” means the BSN’s Internet Banking channel.

2. Campaign Period

2.1 The Campaign shall commence from 1 October 2019 until 31 December 2019 (“Campaign Period”) unless notified otherwise by the Bank.

2.2 The Bank at its sole and absolute discretion reserves the right to vary or extend the Campaign Period at any time, by giving a minimum of twenty one (21) days prior notice before the changes take effect. The Bill payment / JomPAY transaction outside the Campaign Period will not be taken into consideration.

3. Eligibility

3.1 The eligibility requirements to participate in this Campaign are as follows :

3.1.1 New and Existing MyBSN channel customers;

3.1.2 Individual customers aged 18 years old and above shall be eligible for this Campaign;

3.1.3 The employees of the Bank (including its affiliated and related companies) shall NOT be eligible for this Campaign;

3.1.4 The Bank's (including its affiliated and related companies) immediate family members (children, parents, siblings, including spouses) are eligible for this Campaign;

3.1.5 Customers' MyBSN accounts must NOT be terminated, cancelled or dormant within the Campaign Period.

4. Campaign Mechanism

4.1. This Campaign is open to all Eligible Customers who perform the Bill Payment and/or JomPAY transaction(s) via MyBSN channel during the Campaign Period. Customers are not allowed to perform split payments of any bills/invoices for this Campaign. The split transactions will be automatically disqualified from eligibility to win any prizes.

4.2. Eligible Customers are required to save the Biller Bank / JomPAY Biller as 'favourite' and perform the Bill payment /JomPAY transaction via MyBSN Channel.

4.3. Each Bill Payment and/or JomPAY transaction via MyBSN channel performed by the Eligible Customer shall be eligible as ONE (1) entry.

4.4. Eligible Customer with highest accumulated number of entries throughout the Campaign Period will stand a chance to win the prize. If there is a tie, the Eligible Customers' transactions with higher value will be selected as winner.

4.5. No registration form is required for the Campaign.

5. Prizes

5.1. Each winner is eligible to win only ONE (1) prize within the Campaign Period.

5.2. Details of the Prizes are as follows:

- 30 winners x 3 months : RM50 worth of voucher for each winner

6. Winner Selection Mechanism

6.1. Selection of winners will be conducted within thirty (30) days from the last date of the Campaign Period or at any time as deemed fit and appropriate by the Bank.

6.2. The Bank shall have the rights and absolute discretion to vary / revise / amend the selection criteria / mechanism / process as it deems fit and necessary at any time by giving a minimum of twenty one (21) days prior notice before the changes take effect.

6.3. The winners' names shall be published at BSN's website (www.mybsn.com.my) and/or any other method of communication or in any form of media that the Bank deems appropriate at its absolute discretion.

6.4. The Bank shall not be held liable in the event the winners cannot be contacted for whatsoever reason.

- 6.5. The Bank reserves the right to select any additional winner to substitute any winner who may be ineligible or disqualified for any reason whatsoever throughout the Campaign Period.
- 6.6. The determination of winners is final. No correspondence, queries, appeals or protest will be entertained.

7. Campaign Prize Redemption

- 7.1. Prize will be given or issued on an “as is” basis in the name of the winners and is non-transferable to any third party and non-exchangeable for cash, credit, other items or voucher, in part or in full.
- 7.2. The Bank reserves the right in its sole discretion to substitute any of the prizes with items of equivalent value, at any time without prior notice if the awarded Prizes are unavailable for any reason whatsoever.
- 7.3. All winners shall abide to the Terms and Condition of this Campaign and the Terms and Conditions attached to the prizes, if any.
- 7.4. The Campaign Prizes will be available for collection by the winners within thirty (30) days after the winner announcement has been made through BSN’s website. The Prizes distribution method will be determined by BSN at its sole discretion.
- 7.5. The winners shall bear and be responsible for ALL incidental costs relating to accepting the prize including but not limited to any applicable taxes, insurance/takaful payments, registration fees, processing fees, administrative fees, fuel charges, and all other incidental expenses.
- 7.6. The Bank shall not be liable nor shall it accept any form of liability of whatsoever nature and howsoever arising of suffered by the winners (including negligence) with respect to death, injury, any losses, damages or accidents arising from the use of the prize won by the winners.
- 7.7. The Bank expressly excludes and disclaims any representations, warranties or endorsement, expressed or implied, written or oral with respect to the quality or suitability of the prize(s).
- 7.8. The Bank reserves the right to disqualify the winner and forfeit the Prize if such person has committed fraudulent or wrongly acts in relation to his/her account.

8. Liability & Responsibility

- 8.1. Eligible Customers shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this Campaign.
- 8.2. Any expenses incurred to participate in this Campaign and/or to redeem the prize is the sole responsibility of the Eligible Customers / winners.

- 8.3. The Bank is not responsible for technical problems that prevent any individual from participating in this Campaign.
- 8.4. Unless prohibited by law, the Bank in its absolute discretion may refuse any warranty of any kind. The Bank cannot guarantee and does not promise any specific results from the Bill payment / JomPAY Transaction.

9. Rights of The Bank as The Organizer

- 9.1. The Bank reserves the right to modify, suspend or cancel this Campaign in the event that it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.
- 9.2. The Bank reserves the right, in its sole discretion, to disqualify any Eligible Customers that is found or suspected of tampering with the Campaign process, the operation of this Campaign or to be in violation of the Terms and Conditions of this Contest. The Bank reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this Campaign.

10. General

- 10.1. By participating in this Campaign, the Eligible Customer agrees to be bound by the terms and conditions set herein and terms and conditions of MyBSN.
- 10.2. The Bank shall have the right and absolute discretion to vary, amend, delete or add to any of the terms and conditions set out herein, in whole or in any part, from time to time including varying the Campaign Period as it deems fit, necessary and appropriate with Prior Notice.
- 10.3. Any notice to be given by the Bank shall be posted in the Bank's official website at www.mybsn.com.my, and any such notice shall be deemed given when so posted at its official website.
- 10.4. Unless expressly stated otherwise, these terms and conditions shall prevail over any other provisions and/or representations contained in any other notices/promotion/advertising materials for the Campaign.
- 10.5. By participating in this Campaign, Eligible Customers and/or any parties related herein agree to be bound by this Terms and Conditions and any relevant Terms & Conditions that the Bank may impose from time to time.
- 10.6. The Bank's decision on all matters and/or disputes relating to this Campaign shall be final, binding on all Eligible Participants and any correspondence or appeal will not be entertained.

10.7. All terms and conditions stipulated herein shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

10.8. In the events of any discrepancies or conflict in the interpretation of this Terms and Conditions and Bahasa Malaysia version, the English version shall prevail.

10.10 All customers are required to log in to the corporate website of the Bank to keep up to date with the promotion at www.mybsn.com.my for the latest Terms and Conditions, if any.

11. Personal Data

11.1. By participating in this Campaign, Customers hereby voluntarily gives express consent to the Bank and / or its affiliates, to use the Personal Data and Customers Details as provided to the Bank for the purposes of this Campaign only.

11.2. Customers have the right at any time to :

- a) Withdraw their consent for the use of Personal Data;
- b) Request for any correction/update of Personal Data; and
- c) Raise any questions regarding the use of Personal data by contacting the Bank.

END OF CAMPAIGN TERMS & CONDITIONS