

PB GIVE AWAY CONTEST

TERMS AND CONDITIONS

1. The Contest commences from 1 May 2010 to 31 August 2010, both dates inclusive (the “Contest Period”).
2. The Contest is applicable to all new and existing Principal and Supplementary PB Debit Cardmembers (including PB Day2Day Card, PB Visa Electron, PB UTAR, PB TARC, PB ING and MU Visa Debit Cardmembers) residing in Malaysia **except** employees of Public Bank, Public Bank’s advertising agencies and their immediate families.
3. The qualified winner’s card account must be current and valid to be eligible for the contest and prizes and not in breach of any of the terms of the Bank’s Debit Card Agreement.
4. This 4-month contest offers :

4.1 Activation Incentive

- Activation incentive : RM20 cash incentive for the first 500 newly approved Debit Cardmembers each month.
- Upon first card usage within 2 months from card’s approval date, Cardmember will automatically be eligible for RM20 cash incentive with no minimum amount per transaction required.

Note : Retail transaction excludes casino transactions, cash withdrawal, auto-debit transaction, government-related payments, payments to charity and utility bills payment via www.pbebank.com, PB Telebanking and ATM.

- In the event that the Cardmember has more than one PB Debit Card product, only one card will be entitled for the cash incentive.
- The eligible Cardmember will be tracked on a monthly basis. Each Cardmember is entitled to win only one (1) Activation Incentive throughout the 4-month promotion period.
- The cash incentive of RM20 will be credited into the PB Debit Card account of the respective Cardmembers upon fulfillment of the usage criteria stipulated within TWO (2) to FOUR (4) weeks from the last day of the respective month of the Contest Period.

4.2 PB Give Away Contest

- Cardmember with the highest retail spend of the week will stand a chance to win the following Weekly Prizes:

Prize(s)	Total No. of Winners
iPod Shuffle	4 Winners
Stereo clock radio with alarm for iPods	4 Winners
KFC Voucher	4 Winners
BUM Watch	4 Winners
Olympus Camera	4 Winners
Western Digital External HD Passport Essential	4 Winners
Padini Voucher	4 Winners
Puma Watch	4 Winners
Cash Prize	4 Winners

- The above stated weekly prize will be given away for the first nine (9) weeks and the same prizes will be rotated for the next subsequent nine (9) weeks.
- Entry is automatic subject to meeting the requirements herein. No pre-registration, SMS, or contest entry form is required.
- The Weekly Prize winners will be selected based on the highest qualified retail transaction amount of the week during the Contest Period.
- Qualifying retail transactions shall refer to all local and overseas retail transactions (excluding casino transactions, cash withdrawal, auto-debit transaction, government-related payments, payments to charity and utility bills payment via www.pbebank.com, PB Telebanking and ATM.)
- All retail transactions must be made through a PB Debit Card during the stipulated Contest Period to be eligible for this Contest.
- All disputed, unauthorised, fraudulent, void retail transaction and reversals shall be disqualified from participating in the contest.
- The qualifying retail transaction amount shall be based on the transaction date. The Bank shall not be liable for any delay or failure in the transmission of retail transactions by Visa / MasterCard, merchant or any party which may result in the disqualified transaction during the Contest Period for any reason whatsoever.

- Each Qualified Winner is entitled to win only ONE (1) Weekly Prize throughout the Contest Period subject to meeting the Qualifying criteria set herein.
 - The winners of the Contest will be selected within 3-4 weeks from the last day of each respective week of the Contest Period and the winners will be officially notified by Public Bank in writing.
 - Please allow up to 8-10 weeks from the last day of each respective week of the Contest Period for delivery of gift to the Qualified Winners. Weekly Prize will not be couriered to an address bearing a Post Office Box (P.O. Box) number or an overseas address. The Bank is under no obligation to replace any lost / damaged prizes. Weekly Prize returned by courier must be claimed at PB Card Services (PBCS), Level 10, Menara Public Bank, 146 Jalan Ampang, Kuala Lumpur within 2 weeks. Otherwise, the Weekly Prize shall be forfeited and no claims will be entertained thereafter.
 - The Cash Prize shall be in the form of cash credited into the Qualified Winner's Debit Card accounts within 8-10 weeks from the last day of each respective week of the Contest Period.
5. Supplementary PB Debit Cardmembers are not entitled or eligible to be awarded the Prizes. Therefore any and all Prizes won by Supplementary PB Debit Cardmembers will be accorded to the Principal PB Debit Cardmembers.
 6. All winners will be notified by mail.
 7. The Bank reserves the right to substitute any of the Prizes with that of similar value at any time without prior notice. Prize(s) are strictly non-transferable, non-returnable, cannot be exchanged for cash, in part or in full. Any dispute or complaint in relation to the prizes shall be resolved directly between the prize winner and the supplier.
 8. All or any warranties and/or Terms and Conditions in connection with the prize(s) shall be between the prize winner and the supplier. The Bank shall not be held liable directly or indirectly for any loss, claim, damage whether in contract, tort or otherwise to any property, injury to any person or persons, expenses or cost in connection with his or her participation of the contest or as a result of using the prize and/or any breach of duty, action, omission or obligation of the supplier.
 9. The final selection of the winners will be at the discretion of the Bank. The Bank's decisions on all matters relating to the Contest, including the decisions of the Contest judges in determining the Prize-winners will be final and binding and no further correspondence or attempts to dispute such decisions will be entertained.

10. The Bank will not be liable for any misrepresentation of facts in respect of the prizes offered and/or published in any mass media, marketing or advertising material.
11. The Bank shall not be responsible in any way whatsoever, in respect of technical failures of any kind, unauthorised human intervention and electronic or human error in the administration and processing of the contests.
12. To the fullest extent permitted by law, in no event will the Bank or any of its officer, servants, employees, representatives and/or agents (including without limitation, any third party service providers that the Bank may engage for purposes of the Contest) be liable for any loss or damages (including without limitation loss of income, profits or goodwill or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Contest and/or the Prizes, even if the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
13. By participating in the Contests, the Cardmember will be deemed to have read, understood and agree to be bound by the Official Terms and Conditions stated herein, including decisions of the Bank which are final, binding and conclusive. No correspondence, disputes and appeals will be entertained. The Bank further reserves the exclusive rights to change, amend, delete or add on to these Terms and Conditions without prior notice to the Cardmember and shall become effective on such date as the Bank may determine. The Cardmember agrees to be bound by such amendments.
14. The Bank reserves the right to cancel, terminate or suspend the Contest with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Bank of the Contest shall not entitle the Participant to any claim or compensation against the Bank for any and all loss or damage suffered or incurred by the participant as a direct and indirect result of the act of cancellation, termination or suspension.
15. The Terms and Conditions herein are in addition to and without prejudice to the Terms and Conditions stated in the Cardmember Agreement applicable to the Card Account. In the event of inconsistency between these Terms and Conditions and the said Agreement, these Terms and Conditions shall prevail in so far as they apply to this Contest.