

TERMS AND CONDITIONS GOVERNING THE “ACE ENTERPRISE BOOSTER” CAMPAIGN

The “ACE Enterprise Booster” Campaign (“Campaign”) is launched by Public Bank Berhad (Registration No. 196501000672 (6463-H)) (“PBB”). The following terms and conditions (“Terms and Conditions”) shall govern this Campaign.

1. Campaign Period

1.1 The Campaign will run from **1 October 2023** to **31 December 2023**, both dates are inclusive, or such other dates as determined by PBB (“Campaign Period”).

2. Eligibility

2.1 This Campaign is open to all non-individual customers, i.e. sole-proprietorships, partnerships, corporate entities, associations, clubs, schools and societies (“Eligible Participant”).

2.2 The following persons are **NOT** eligible to participate in this Campaign: -

- a) individual customers;
- b) non-individuals who have been adjudicated bankrupt, wound-up or have legal proceedings of any nature instituted against them; and
- c) non-individual whose accounts held with PBB and/or Public Islamic Bank Berhad (“PIBB”) are in delinquent or unsatisfactorily conducted as determined by PBB and/or PIBB.

3. Campaign Mechanics

3.1 The Eligible Product(s) / Service(s) under this Campaign are as follows:

No.	Eligible Product(s) / Service(s)
1.	ACE Enterprise Account* (“ACE Enterprise”)
2.	PB enterprise [#]
3.	Outward Foreign Telegraphic Transfer [^] (“FTT”)

* Protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

[#] PB enterprise is PBB’s corporate online banking platform for businesses and corporates.

[^] The transactions performed via FTT is not protected by Perbadanan Insurans Deposit Malaysia.

- 3.2 This Campaign offers the following benefits:
- a) Welcome Cash Reward; and
 - b) 50% discount on cable charges for Outward FTT via PB enterprise.

4. Welcome Cash Reward

- 4.1 The Eligible Participant is required to fulfill ALL of the following criteria in order to stand a chance to win Welcome Cash Reward:
- a) Open a new ACE Enterprise and sign up for PB enterprise during the Campaign Period; and
 - b) Maintain Average Daily Balance (“ADB”) as per Table A for 90 days in the new ACE Enterprise calculated from the account opening date.
- 4.2 The Welcome Cash Reward winners will be selected based on the top 100 highest ADB for the respective category which are as follows:

Table A

Category	ADB	Cash Reward (RM)	No. of Winners
1	RM18,000 to less than RM88,000	80	100
2	RM88,000 to less than RM188,000	180	100
3	RM188,000 & Above	380	100
Total			300

- 4.3 The calculation of ADB in ACE Enterprise is as follows:

	$\text{ADB} = \frac{\text{Sum of day-end balances for 90 days from account opening date}}{90 \text{ days}}$
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The illustration of the above calculation is as follows:

Illustration 1: ACE Enterprise opened on 11 October 2023

Date	Daily day-end balance
11 October 2023 to 31 December 2023	RM20,000
1 January 2024 to 8 January 2024	RM18,000

Aggregated daily day-end balances	$(RM20,000 \times 82 \text{ days}) + (RM18,000 \times 8 \text{ days})$ = RM1,784,000
Total number of days from the account opening date	90 days
ADB	$RM1,784,000 / 90 \text{ days} = RM19,822.2$

This Eligible Participant will be entitled to the Welcome Cash Reward of RM80 if the Eligible Participant is among the top 100 highest ADB for Category 1.

Illustration 2: ACE Enterprise opened on 1 October 2023

Date	Daily day-end balance
1 October 2023 to 30 November 2023	RM17,000
1 December 2023 to 29 December 2023	RM20,000

Aggregated daily day-end balances	$(RM17,000 \times 61 \text{ days}) + (RM20,000 \times 29 \text{ days})$ = RM1,617,000
Total number of days from the account opening date	90 days
ADB	$RM1,617,000 / 90 \text{ days} = RM17,966.67$

This Eligible Participant will not stand a chance to win the Welcome Cash Reward in all of the categories.

- 4.4 Each Eligible Participant is entitled to win only one (1) Welcome Cash Reward throughout the Campaign Period.
- 4.5 For the avoidance of doubt, in the event of a tie on the ADB maintained in the new ACE Enterprise of the Eligible Participants, the winner will be selected based on the account opening date of the new ACE Enterprise, in which the Eligible Participant who opens the new ACE Enterprise at the earlier date and time during the Campaign Period as reflected in PBB's system will rank higher than the one on the later date and time.
- 4.6 The Welcome Cash Reward will be credited into the Eligible Participant's ACE Enterprise within six (6) months after the end of the Campaign Period.

5. Outward Foreign Telegraphic Transfer (“FTT”)

- 5.1 Eligible Participant who performs a minimum outward FTT of RM10,000 (or in foreign currency equivalent) via PB enterprise by debiting from their respective ACE Enterprise will enjoy 50% waiver on cable charges during the Campaign Period as follows:

Currency Type	Existing Cable Charges Per Transaction (RM)	50% Discount on Cable Charges Per Transaction (RM)
Singapore Dollar (SGD)	10	5
All other currencies	20	10

- 5.2 The above discount on cable charges is applicable to both new and existing ACE Enterprise.

6. Other Terms and Conditions

- 6.1 The Welcome Cash Reward under this Campaign is non-transferable to any third party, non-negotiable and non-exchangeable for up-front cash, credit or in kind, in part or in full.
- 6.2 The Eligible Participant will not be entitled to the Welcome Cash Reward under this Campaign in the event that its ACE Enterprise is closed, became inactive or dormant, converted, suspended, cancelled or terminated prior to the crediting of the Welcome Cash Reward into the Eligible Participant's ACE Enterprise.

- 6.3 PBB reserves the right to forfeit any of the Welcome Cash Reward in the event of non-compliance of these Terms and Conditions, the terms and conditions governing the Eligible Product(s)/Service(s) and/or any other terms and conditions governing the services utilised by the Eligible Participants relating to this Campaign.
- 6.4 This Campaign is **NOT** valid with any other product promotions and campaigns that are concurrently offered by PBB.

7. General Terms and Conditions

- 7.1 By participating in this Campaign, the Eligible Participant agrees to be bound by these Terms and Conditions and the terms and conditions governing the Eligible Product(s)/Service(s) and/or any other terms and conditions governing the services utilised by the Eligible Participant (including any amendments, variations and/or revision to such terms and conditions). In the event of any inconsistency between these Terms and Conditions and the terms and conditions governing the Eligible Product(s)/Service(s) and/or services utilised by the Eligible Participant relating to this Campaign, these Terms and Conditions shall prevail for the purpose of this Campaign.
- 7.2 The Eligible Participant acknowledges and agrees that the records of transactions maintained by PBB and the decision of PBB in relation to any matter on this Campaign shall be final, conclusive and binding on them. PBB will not entertain any appeals or correspondences from any Eligible Participant and/or third party on any matter concerning this Campaign.
- 7.3 The Eligible Participant agrees and grants the consent to PBB to process, collect, use and store all of the Eligible Participant's information given for the purpose of this Campaign.
- 7.4 PBB shall not be responsible nor accept any liabilities for any nature and howsoever arising or suffered by the Eligible Participant and/or third party resulting directly or indirectly from this Campaign unless it is due to PBB's gross negligence or willful misconduct in specifically related to this Campaign.
- 7.5 PBB shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign published in any mass media, marketing or advertising materials.
- 7.6 To the fullest extent permitted by law, PBB expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to warranty of quality, merchantability or fitness for a particular purpose in respect of this Campaign.

7.7 In the event of any inconsistency between these Terms and Conditions and any advertising, campaign, promotions, publicity and other materials relating to or in connection with this Campaign, these Terms and Conditions shall prevail.

7.8 PBB reserves the right:

- a) to add, delete or vary these Terms and Conditions, from time to time, in whole or in part, by providing twenty-one (21) calendar days' prior notice to the Eligible Participant through posting on PBB's website, displaying notice at PBB's branches or any other manner as may be determined by PBB from time to time and such amended terms and conditions shall prevail over any provision or representation contained in any promotional materials advertising this Campaign;
- b) to cancel, withdraw, suspend or terminate this Campaign prior to the expiry of this Campaign, in whole or in part, by providing twenty-one (21) calendar days' prior notice to the Eligible Participant through posting on PBB's website, displaying notice at PBB's branches or any other manner as may be determined by PBB from time to time. For the avoidance of doubt, any cancellation, withdrawal, suspension or termination shall not entitle the Eligible Participant to any claim or compensation against PBB for any and all losses or damages suffered or incurred by the Eligible Participant whether as a direct or indirect result of such cancellation, withdrawal, suspension or termination.

7.9 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Participant agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

7.10 The Eligible Participant may view PBB's Privacy Notice which states how PBB uses Eligible Participant's information on PBB's website or any of PBB's branches.

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