

TERMS AND CONDITIONS GOVERNING THE “GOLD RUSH” CAMPAIGN

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

1. Campaign Period

- 1.1 This 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”).
- 1.2 This Campaign is available at all PBB branches in Malaysia.

2. Eligibility

- 2.1 This Campaign is open to all new and existing Gold Investment Account (“GIA”) accountholders as follows:
 - a) Individuals who are 18 years old and above as at the time of participation, including non-resident.
 - b) Non-individuals i.e. companies, sole proprietorships, partnerships, societies, clubs and associations.

(referred to as “Eligible Participant”)
- 2.2 The following persons are **NOT** eligible to participate in this Campaign:
 - a) Permanent and/or contract employees of PBB, Public Islamic Bank Berhad (“PIBB”) and Public Investment Bank Berhad;
 - b) Individuals who are or become mentally unsound;
 - c) Non-individuals and individuals who have been adjudicated bankrupt, wound up or have legal proceedings of any nature instituted against them; and
 - d) Non-individuals and individuals whose accounts held with PBB and/or PIBB are in delinquent or unsatisfactorily conducted as determined by PBB and/or PIBB.

3. Campaign Mechanics

- 3.1 The eligible product under this Campaign is the GIA*.
 - * *Not Protected by Perbadanan Insurans Deposit Malaysia.*
- 3.2 This Campaign is applicable for Over-The-Counter (“OTC”) gold trading i.e. gold sales or gold purchases performed at branches only. Online gold trading via PBe Online Banking is not eligible under this Campaign.
- 3.3 The Eligible Participant is entitled to a discounted gold price* when they perform gold trading via OTC, subject to the minimum and maximum transaction limit as follows:

Description	Purchase / Sale Transaction
Minimum quantity per transaction	1 gram
Maximum transaction amount per day	RM50,000 equivalent for gold purchases and RM50,000 equivalent for gold sales per GIA.

**Eligible Participant may approach the nearest branch or the account holding branch for more information on the discounted gold price.*

4. General Terms and Conditions

- 4.1 By participating in this Campaign, the Eligible Participant agrees to be bound by these Terms and Conditions and the terms and conditions governing the GIA (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 GIA, these Terms and Conditions shall prevail for the purpose of this Campaign.
- 4.2 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.
- 4.3 The Eligible Participant agrees and grants the consent to PBB to process, collect, use and store all of the Eligible Participant’s information for the purpose of this Campaign.
- 4.4 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 specifically related to this Campaign.

- 4.5 PBB shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign offered and/or published in any mass media, marketing or advertising materials.
- 4.6 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 any warranty of quality, merchantability or fitness for a particular purpose in respect of this Campaign.
- 4.7 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.
- 4.8 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 other 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.
- 4.9 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.
- 4.10 The Eligible Participant may view PBB's Privacy Notice which states how PBB uses Eligible Participant's information on PBB's website or at any of PBB's branches.

4.11 Eligible Participant is reminded to read and understand these Terms and Conditions before participating in this Campaign. In the event there are any terms that the Eligible Participant does not understand, the Eligible Participant is advised to seek independent advice and discuss further with PBB’s representative.

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