

TERMS & CONDITIONS GOVERNING THE PB GOLDEN FORTUNE CAMPAIGN

The PB Golden Fortune Campaign (“Campaign”) is launched by Public Bank Berhad [6463-H] (“PBB”). The following terms and conditions govern the Campaign offered to the Eligible Participant, as hereinafter defined:-

1. Campaign Details

- 1.1 The Campaign will run from **1 January 2019 to 31 March 2019**, both dates are inclusive (“Campaign Period”). PBB reserves the right to change the duration and/or the commencement and/or expiry date of the Campaign Period.
- 1.2 The Campaign is available at all PBB branches in Malaysia.

2. Eligibility

- 2.1 This Campaign is open to all new and existing PBB customers (“Eligible Participant”).
- 2.2 This Campaign is open to individual customers aged 18 years old and above as at the time of participation (personal or joint accountholders, including on-behalf accounts).
- 2.3 The Eligible Participant for joint account(s)/on behalf account is identified as follows:-
 - a) For joint account(s), the Eligible Participant will be the primary account holder and that person will be treated as one accountholder. The “primary account holder” is defined as the first named joint account holder in PBB’s records, as the case may be.
 - b) For on-behalf account, the Eligible Participant will be the first named parent/legal guardian.
 - c) The Eligible Participant will be the primary/first account holder/policy owner /certificate owner for both the investments in Unit Trust (UT) or PB Smart Link (PBSL) or PB ExcelLink-i (PBE-i) or Gold Investment Account (GIA) and Current / Savings Accounts (CASA) simultaneously.
- 2.4 The following customers are **NOT** eligible to participate in this Campaign:
 - a) Permanent and/or contract employees of the Public Bank Group (including its subsidiaries and/or related companies) and their immediate family members (i.e. spouses, children and parents).
 - b) Non-individual (i.e. sole-proprietorships, partnerships, corporate entities, associations, clubs, schools and societies accounts).

- 2.5 The deposit/investments made under this Campaign cannot and is prohibited to be earmarked or utilised for any other campaign running concurrently during the Campaign Period, or any extension thereof, including but not limited to the PowerInvest Fixed Deposit Campaign.
- 2.6 The CASA deposit amount to be earmarked under this Campaign must be from fresh funds. **“Fresh funds”** refer to funds that do not originate from any existing funds maintained in any deposit account(s) of the Eligible Participant with PBB or Public Islamic Bank Berhad (PIBB).
- 2.7 The acceptable source of fresh funds are as follows:-
- a) Cash received from an external source;
 - b) Proceeds received from debiting of an account (provided the source of funds is fresh funds deposited into the said account);
 - c) Proceeds of a House Cheque from a 3rd party;
 - d) Proceeds of a Local Cheque; and/or
 - e) Proceeds of a Telegraph Transfer (TT) / Interbank GIRO (IBG) / RENTAS from other banks.
- 2.8 Within seven (7) calendar days of the fresh funds being transferred to PBB where the deposit is placed, the Eligible Participant must visit the account holding branch to inform the said branch of the transfer and to allow PBB to earmark the said deposit amount and / or effect the placement.
- 2.9 The deposits/ investments made by way of cheque(s) are subject to clearance and will only be considered as deposit/ investment by the Eligible Participant after the cheque(s) is/(are) paid or cleared and will only be considered good if not returned dishonoured and earmarking will take effect upon fulfillment of this clause.
- 2.10 This Campaign is not valid with other product promotions that are concurrently offered by PBB.

3 Campaign Features

3.1 Eligible Products

- a) PB Series of Unit Trust Funds (UT), all Equity/Balanced/Mixed Asset Funds.
- b) PB Smart Link (PBSL)
- c) PB ExcelLink-i (PBE-i)
- d) Gold Investment Account (GIA)
- e) CASA*

Savings Accounts

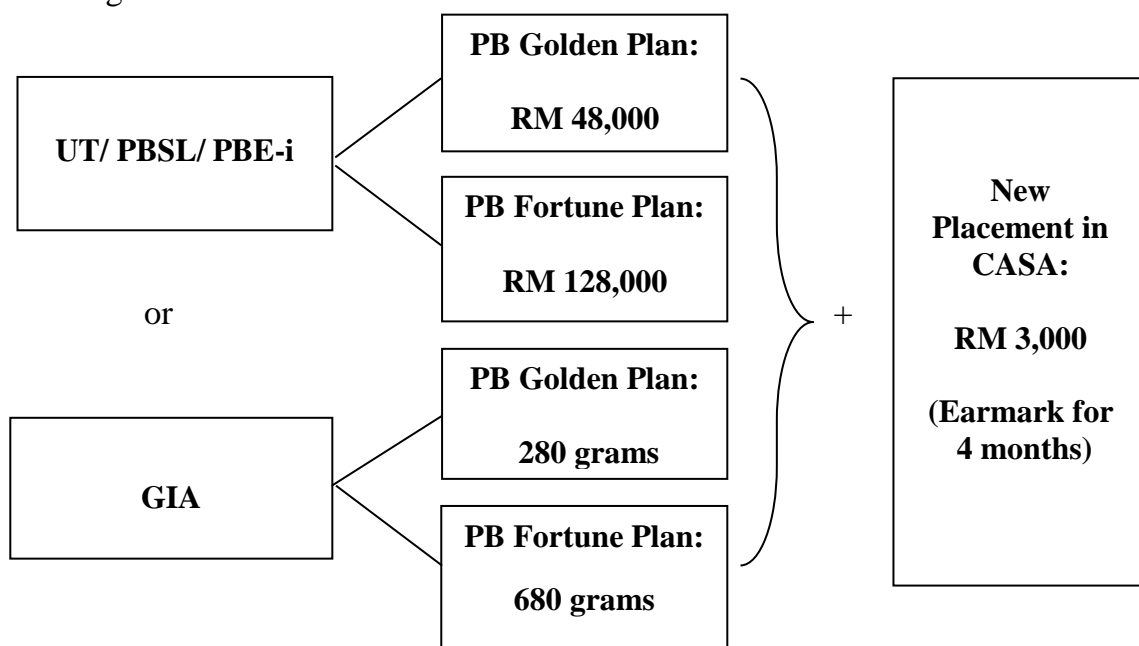
- PLUS Savings Account
- Basic Savings Account
- 50 PLUS Savings Account
- Basic 55 Savings Account
- PB SaveLink Account
- PB MySalary Savings Account
- PB UnionPay Savings Account

Current Accounts

- PLUS Current Account
- Basic Current Account
- ACE Account
- Premier ACE Account
- PB CurrentLink Account
- Basic 55 Current Account

* Eligible for protection by Perbadanan Insurans Deposit Malaysia (“PIDM”).

3.2 To participate in this Campaign, an Eligible Participant must meet the following minimum criteria:-



- 3.3 The Gift consists of exquisite limited edition 24K gold-plated gifts (Gift(s)) namely Auspicious Double Koi Fish and Scroll of the Golden Dragon Phoenix.
- 3.4 For PB Golden Plan, customers will receive one (1) unit of Auspicious Double Koi Fish.
- 3.5 For PB Fortune Plan, customers will receive one (1) unit of Scroll of the Golden Dragon Phoenix.
- 3.6 If the UT is cancelled during the respective “cooling-off period”, the Eligible Participant will not be eligible to participate in this Campaign and will not be entitled for the Gift(s).

The “cooling-off period” for UT is defined as follows:-

- a) A period of six (6) business days commencing from the date of receipt of the application form and payment.
 - b) Only applicable once for any Eligible Participant who is investing for the first time in any UT with Public Mutual Berhad (PMB). The cooling-off right is not applicable for any subsequent investment by the same Eligible Participant in UT with PMB.
 - c) For those who exercise their cooling-off right, he/she will receive a full refund of the investment paid within ten (10) days of receipt of cooling-off notice by PMB.
- 3.7 If the PBSL is cancelled during the respective “free look period”, the Eligible Participant will not be eligible to participate in this Campaign and will not be entitled for the Gift(s).

The “free look period” for PBSL is defined as follows:-

- a) The Eligible Participant has the right to cancel the PBSL policy (Policy) by giving AIA Bhd. a written notice and returning the Policy to AIA Bhd. AIA Bhd. will refund the Fund Value established on the Valuation Date immediately following the date the notice is received and approved by AIA Bhd., together with the Premium Charge and Policy Charges that have been deducted, less any expenses which may have been incurred for any medical examination.
- b) Such notice must be signed by the Eligible Participant and received directly by AIA Bhd. within fifteen (15) days after the Eligible Participant received the Policy.

- 3.8 If the PBE-i is cancelled during the respective “free look period”, the Eligible Participant will not be eligible to participate in this Campaign and will not be entitled for the Gift(s).

The “free look period” for PBE-i is defined as follows:-

The Eligible Participant has the right to cancel the PBE-i Certificate (Certificate) within 15 days free look period after the Eligible Participant has received the Certificate by giving a written notice and returning the Certificate to AIA PUBLIC. For cancellation of Certificate within this free look period, AIA PUBLIC will refund the Eligible Participant the Account Value established on the Valuation Date immediately following the date the notice is received and approved by AIA PUBLIC together with the Wakalah Fee, Certificate Fee, Monthly Service Charge and Tabarru’ that have been deducted, less any expenses which may have been incurred for any medical examination.

- 3.9 Investments into Private Retirement Scheme (PRS) and investments made using funds from Employees Provident Fund (EPF) are excluded from participating in the Campaign and will not be entitled to the Gift(s).
- 3.10 The gold purchase for GIA will be based on PBB’s prevailing gold selling price.
- 3.11 GIA is not insured by PIDM.
- 3.12 All online transactions for UT and GIA are excluded from participating in the Campaign and will not be entitled to the Gift(s).
- 3.13 The minimum placement amount and applicable earmarking requirements for CASA are stipulated in clause 3.2. The minimum placement amount shall be the minimum criteria as stipulated in clause 3.2 or account opening requirement, whichever is higher.
- 3.14 Conversion of a Non-Eligible CASA to an Eligible CASA during the Campaign Period will not qualify to participate in the Campaign.
- 3.15 Any CASA linked to the Eligible Participant’s credit/loan/financing facilities is not eligible to participate under the Campaign.
- 3.16 The Eligible Participant must fulfill the requirements of the specified plan in the same PBB branch on the same day.
- 3.17 The Eligible Participant is allowed to take up single or multiple plan(s) as stated under clause 3.2 so long as he/she has fulfilled the eligibility criteria for the respective plan(s).

- 3.18 The Eligible Participant (including all other joint account holders, in the case of a Joint Account) is/are required to sign the “PB Golden Fortune Campaign - Letter of Early Upliftment (LEU)” should he/she wish to uplift/cancel the CASA deposit earmarked under the Campaign
- 3.19 Plan(s) signed up for the Campaign by the Eligible Participant recorded by PBB shall be final and conclusive.

4 **Gifts**

- 4.1 The Eligible Participant (including all other joint account holders, in the case of a Joint Account) is/ are required to sign the “PB Golden Fortune Campaign - Letter of Earmarking/ Indemnity (LEI)” in order to participate in the Campaign and be entitled to the Gift(s).
- 4.2 Upon fulfillment of the Campaign requirements as stipulated in this Terms & Conditions, the Eligible Participant will be entitled to a Gift.
- 4.3 The Gift(s) will be issued on a first-come, first-served basis, while stock lasts.
- 4.4 The Gift(s) is/ are non-transferable, non-negotiable and non-exchangeable for cash, credit or kind, in part or in full. The Gift(s) under the Campaign does/do not include any accessories or items shown in any advertisements and/or promotional materials as they are for illustrative purposes only.
- 4.5 PBB reserves the right at its absolute discretion to substitute any of the Gift(s), whether in whole or part, with that of similar value at any time and/or to increase or decrease the total number of Gift(s).
- 4.6 The Eligible Participant shall be responsible to pay any tax, incidental cost and/or other charges relating to any of the Gift(s). PBB shall not be held liable for any tax, incidental cost, charges and/or damage caused by any of the Gift(s) and/or non-fulfillment by any of its agents/suppliers/distributors.

5. **Collection of Gifts**

- 5.1 The Eligible Participant can only collect his/her Gift(s) from the respective branches where he/she had signed up for the plan(s).
- 5.2 For UT’s PB Golden Plan/ PB Fortune Plan:
- a) The Gift(s) can only be collected after the cooling-off period of the UT.

- b) To claim the Gift(s), the Eligible Participant is required to bring along the following documents or information for branch's verification upon satisfying the cooling-off period of UT:
 - i) Original NRIC
 - ii) UT (Account No.)
 - iii) CASA (Account No.)
- 5.3 For PBSL / PBE-i's PB Golden Plan/ PB Fortune Plan:
- a) The Gift(s) can only be collected after the free look period of the PBSL / PBE-i.
 - b) To claim the Gift(s), the Eligible Participant is required to bring along the following documents or information for branch's verification upon satisfying the free look period of PBSL/PBE-i:
 - i) Original NRIC
 - ii) PBSL/ PBE-i's Policy No./ Certificate No.
 - iii) CASA (Account No.)
- 5.4 For UT and PBSL/PBE-i, the Gift(s) must be claimed by the Eligible Participant within 30 calendar days upon the Eligible Participant being notified by PBB on collection of the Gift(s). Failing which, the Eligible Participant shall be deemed to have forfeited his/her right to the Gift(s) and shall have no further claim to the Gift(s).
- 5.5 For GIA's PB Golden Plan/ PB Fortune Plan, the Gift(s) can be collected by the Eligible Participant right after he/she has signed up for the plan(s) at the respective branches.

6. Liability and Responsibility

- 6.1 PBB shall NOT be liable in any way whatsoever, for any event arising from any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failures of any kind, unauthorized human intervention and electronic or human error in the administration and processing of the Campaign.
- 6.2 PBB shall not be liable, whether direct or consequential, for any loss and damage or whatsoever suffered by the Eligible Participant caused directly or indirectly, in whole or in part, from their participation in the Campaign and/or the Gift(s).
- 6.3 PBB disclaims any liability, obligation or duty relating to the Gift(s). PBB makes no representation in respect of the Gift(s), in particular their quality, merchantability or suitability for use.

- 6.4 Any risk of loss or damage to the Gift(s) will be passed to the Eligible Participant upon delivery of the Gift(s) to the Eligible Participant. PBB shall not be liable for or obliged to recognise or replace any defective, lost, damaged or stolen Gift(s).

7. PBB's Rights

- 7.1 PBB reserves the right and at its absolute discretion to amend, delete and / or add to any of the other Terms and Conditions from time to time with at least twenty one (21) calendar days prior notice placed at PBB's website or by any other medium of communication as PBB deems fit and such amendment, deletion or addition shall become effective on such date as PBB may determine. By continuing to participate in the Campaign, the Eligible Participant is deemed to have agreed to be bound by the amendment, deletion or addition of such other Terms and Conditions as aforesaid.
- 7.2 The Eligible Participant's entitlement to the Gift(s) will be at the discretion of PBB. PBB's decisions on all matters relating to the Campaign will be final and binding and no further correspondence or attempts to dispute such decisions will be entertained.
- 7.3 For avoidance of doubt, cancellation, termination or suspension by PBB of the Campaign shall not accord the right to the Eligible Participant to any claim or compensation against PBB for any and all losses or damage suffered or incurred by the Eligible Participant as a direct or indirect result of the change in duration or expiry date or the act of cancellation, termination or suspension.

8. Others

- 8.1 By participating in the Campaign, the Eligible Participant:-
- a) agrees that these terms and conditions will be applied together with the Rules and Regulations governing the opening and operations of the UT (for PB Series Equity, Balanced and Mixed Asset Funds only), PBSL, PBE-i, GIA and CASA, a copy of which has been made available to the Eligible Participant;
 - b) agrees and acknowledges that he/she has not applied to participate in this Campaign but has been identified by PBB as an Eligible Participant;
 - c) agrees and consents that information regarding his/her UT (for PB Series Equity, Balanced and Mixed Asset Funds only), PBSL, PBE-i,

GIA and CASA can be processed, collected, used and stored by PBB for the purpose of this Campaign; and

- d) will be deemed to have read, understood and hereby expressly agrees to be bound by the terms and conditions stated herein and agrees that the decision of PBB shall be final, binding and conclusive. No appeal, correspondence, queries or protests will be entertained.

8.2 To view PBB's Privacy Notice on how PBB uses your information or should you wish to receive news on PBB's products and services including PBB's promotional offers and marketing material and that of PBB's affiliates please go to www.pbebank.com.my or any of PBB's branches.

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