

## **TERMS AND CONDITIONS GOVERNING THE “RCB BIRTHDAY MONTH PRIVILEGES” CAMPAIGN**

The “RCB Birthday Month Privileges” Campaign (“Campaign”) is launched jointly by Public Bank Berhad Registration No. 196501000672 [6463-H] (“PBB”) and Public Islamic Bank Berhad Registration No. 197301001433 [14328-V] (“PIBB”) (collectively known as “the Bank”). The terms and conditions below shall govern this Campaign.

### **1. Campaign Period**

- 1.1 This Campaign will run from **1 January 2021 to 30 June 2021** [both dates are inclusive, or such other dates as determined by the Bank (“Campaign Period”)].

### **2. Eligibility**

- 2.1 This Campaign is open to all Red Carpet Banking (RCB) customers whose birthdays fall within 1 January 2021 and 30 June 2021 (both dates inclusive) during the Campaign Period (“Eligible Participant”). The Eligible Participants must maintain a minimum deposit amount of RM300,000 in combination of either Foreign Currency Fixed Deposit (in Ringgit equivalent), Foreign Currency Current Account / Current Account-i (in Ringgit equivalent), Current Account / Current Account-i, Savings Account / Savings Account-i or Fixed Deposit / e-Fixed Deposit / Term Deposit-i / e-Term Deposit-i in order to participate in this Campaign.
- 2.2 This Campaign is available at all PBB and PIBB branches including Red Carpet Banking (RCB) Centres in Malaysia.
- 2.3 The following persons are **NOT** eligible to participate in this Campaign:
- a) permanent and/or contract employees of PBB, PIBB and Public Investment Bank Berhad (“PIVB”);
  - b) non-individual customers i.e. sole-proprietorships, partnerships, corporate entities, associations, clubs, schools and societies;
  - c) persons who are or become mentally unsound;
  - d) persons who have been adjudicated bankrupt or have legal proceedings of any nature instituted against them; and
  - e) persons whose account held with PBB and/or PIBB are in delinquent or unsatisfactorily conducted as determined by PBB and/or PIBB.

### 3. Campaign Mechanics

#### 3.1 Eligible Products refers to the following:-

- a) PB Series of Equity / Balanced / Mixed Asset Unit Trust Funds (UT) [“Eligible Funds”]; or
- b) PB Smart Link / PB Smart Elite (Single Premium Investment-Linked Insurance Plan) (“Insurance”) underwritten by AIA Berhad. or
- c) PB Excellink-i (Shariah-Compliant Single Contribution Investment-Linked Takaful Plan) (“Takaful”) underwritten by AIA PUBLIC Takaful Berhad.

#### 3.2 On the birthday month of the Eligible Participants during the Campaign Period, the Eligible Participants are eligible to a promotional interest / profit rate for their deposit placement under PLUS Fixed Deposit (Conventional) (“PLUS FD”) or Term Deposit-i (Islamic) (“TD-i”) as stated in Table A if they fulfill all of the following criteria:-

- a) they place a minimum deposit of RM 50,000 under PLUS FD or TD-i; and
- b) they successfully invest / purchase / subscribe any of the Eligible Products with a minimum investment amount as stated in Table B.

The Eligible Participants are required to invest or purchase or subscribe any Eligible Products first before making a deposit placement. The deposit placement must be made within five (5) working days from the date of investment / purchase / subscription of the Eligible Products. The investment / purchase / subscription of the Eligible Products and the deposit placement must be made at the same branch or RCB centre.

Table A

PLUS FD / TD-i Amount	Promotional Interest / Profit Rates (% p.a.)			
	UT / Insurance / Takaful: PLUS FD / TD-i Ratio (2 : 1)		UT / Insurance / Takaful: PLUS FD / TD-i Ratio (5 : 1)	
	6-month Tenure	12-month Tenure	6-month Tenure	12-month Tenure
RM50,000 to less than RM100,000	3.00	2.45	5.30	3.60
RM100,000 to less than RM300,000	3.60	2.75	7.30	4.60
RM300,000 and above	4.40	3.15	9.30	5.60

PLUS FD and TD-i are protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor.

Table B

<b>UT / Insurance / Takaful : PLUS FD / TD-i Ratio</b>	<b>Minimum Amount (RM)</b>		
	<b>UT / Insurance / Takaful</b>	<b>PLUS FD / TD-i</b>	<b>Total</b>
2 : 1	100,000	50,000	150,000
5 : 1	250,000	50,000	300,000

Illustration

Customer A's birthday falls on 5 January 2021. Customer A is eligible to participate in this Campaign from 1 January 2021 to 31 January 2021.

- 3.3 The UT accountholder(s) or Insurance policy owner or Takaful certificate owner must be ONE of the PLUS FD / TD-i accountholders, in the case of joint account.

Terms Specific to PLUS FD / TD-i

- 3.4 All monies or funds placed under PLUS FD / TD-i must be from fresh funds. "Fresh funds" refers to any monies or funds which does not originate from the existing funds in the Eligible Participants' deposit account whether held solely or jointly with another person and maintained with PBB or PIBB. The Eligible Participants must make the deposit placement within seven (7) calendar days from the date the monies or funds are transferred or credited into the Eligible Participants' account, if not the monies or funds will no longer be deemed as "fresh funds".
- 3.5 TD-i placement is only applicable for investment in PB Series of Shariah based Equity / Balanced / Mixed Asset Funds or subscription of Takaful.
- 3.6 The Eligible Participant is allowed to make PLUS FD / TD-i placements in multiple receipts (in the same placement amount and tenure) and the placement must be done on the same day.
- 3.7 The PLUS FD / TD-i is for 6-month or 12-month placement only. The promotional interest / profit rate is applicable for one (1) cycle only. The PLUS FD / TD-i will be automatically renewed for 6-month or 12-month tenure at PBB/PIBB's prevailing interest / profit board rates with the PLUS FD interest / TD-i profit (whichever applicable) added to the principal amount or credited into the Eligible Participant's designated Conventional / Islamic Current Account or Savings Account (CASA / CASA-i) upon maturity.
- 3.8 Interest or profit (whichever applicable) is calculated based on the actual number of days.

- 3.9 Upon maturity, the PLUS FD interest / TD-i profit (whichever applicable) will be added to principal amount or credited into the Eligible Participant's designated CASA / CASA-i in accordance to PBB/PIBB's standard operational rules for crediting of PLUS FD interest / TD-i profit into CASA / CASA-i.
- 3.10 **Deposit placement made under this Campaign which are withdrawn prior to their maturity will not be entitled to any interest / profit (whichever applicable) whatsoever.**

**The above condition will remain applicable upon renewal of the PLUS FD / TD-i placements.**

- 3.11 Partial withdrawal of the PLUS FD / TD-i placement is not allowed.
- 3.12 All instructions for withdrawal of the PLUS FD / TD-i placement must be made by giving clear and precise instructions in writing and duly signed by the relevant authorised signatory(ies) of the accountholder with regard to the withdrawal and disposal of the placement. PBB and PIBB are entitled to refuse / refrain from carrying out such instructions if the signature(s) on any such document appears to PBB or PIBB, as the case may be, differ from the specimen signature(s) in PBB's or PIBB's system. All alterations in such instructions should be confirmed by the authorised signatory(ies) in which the signature(s) shall be in accordance with the specimen signature(s) in PBB's or PIBB's system.
- 3.13 Any deposit placement made under this Campaign shall not be pledged as security for any overdraft, cash line facility-i, or any other facility or financing.

#### Terms Specific to UT

- 3.14 Eligible Participants are allowed to invest in multiple Eligible Funds provided that it must be done on the same day at the same branch or RCB Centre.
- 3.15 The following unit trust are NOT eligible to participate in this Campaign:-
- a) Switching from loaded funds into the Eligible Funds;
  - b) Investments made using funds from Employees Provident Fund (EPF)
  - c) Investments made via online platform such as Public Mutual Online;
  - d) Investments into Public e-Series Funds; and/or
  - e) Investments into any Private Retirement Scheme (PRS) funds.
- 3.16 The Eligible Participant is deemed to have not fulfilled the criteria stated in Clause 3.2 (b) above if the investment in Eligible Funds is cancelled during the "cooling-off period". In such case, the interest / profit rate for the deposit placement under PLUS FD / TD-i will be converted to PBB's or PIBB's prevailing interest / profit board rate as at the date of placement for the respective tenure of the PLUS FD / TD-i.

- 3.17 PBB and/or PIBB shall not be obliged to give the Eligible Participant prior notice of the said conversion.
- 3.18 “Cooling-off period” refers to a period of six (6) business days commencing from the date of receipt of the investment application form by and payment to Public Mutual Berhad (PMB). Such cooling-off period is only applicable to Eligible Participants who invest in any unit trust funds with PMB for the first time.
- 3.19 The investment of unit trust is also subject to the terms and conditions issued by PMB.

#### Terms Specific to Insurance / Takaful

- 3.20 The Eligible Participant is deemed to have not fulfilled the criteria stated in Clause 3.2 (b) above if the Insurance / Takaful is cancelled during the “free look period”. In such case, the interest / profit rate for the deposit placement under PLUS FD / TD-i will be converted to PBB’s or PIBB’s prevailing interest / profit board rate as at the date of placement for the respective tenure of the PLUS FD / TD-i.
- 3.21 PBB and/or PIBB shall not be obliged to give the Eligible Participant prior notice of the conversion.
- 3.22 “Free-look period” refers to a period of fifteen (15) days commencing from the date of receipt of the policy document or certificate, as the case maybe pertaining to the insurance / Takaful product, whether it is hardcopy, e-Policy or e-certificate by the Eligible Participants.
- 3.23 The purchase of insurance / Takaful subscription is also subject to the terms and conditions issued by AIA Berhad or AIA PUBLIC Takaful Berhad, as the case may be.

#### Other Terms

- 3.24 The deposits in the PLUS FD and TD-i and investment or purchase or subscription of any Eligible Products under this Campaign shall not be earmarked or utilised for any other campaigns or promotions.
- 3.25 This Campaign is not valid with other campaigns and/or promotions which are currently offered by PBB and/or PIBB.

#### **4. General Terms and Conditions**

- 4.1 By participating in the Campaign, the Eligible Participants agree to be bound by these terms and conditions, the terms and conditions governing the Eligible Products, PLUS FD and TD-i (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 Products, PLUS FD and TD-i, these terms and conditions shall prevail for the purpose of this Campaign.
- 4.2 The Eligible Participants acknowledge and agree that the records of transactions maintained by PBB and PIBB and the decision of PBB and PIBB in relation to any matter on this Campaign shall be final, conclusive and binding on them. PBB and PIBB will not entertain any appeals or correspondences from any Eligible Participants and/or third party.
- 4.3 The Eligible Participants agree and grant their consent to PBB and PIBB to process, collect, use and store all of their information relating to the Eligible Products, PLUS FD and TD-i for the purpose of this Campaign.
- 4.4 PBB and PIBB shall not be responsible nor accept any liabilities of any nature and however arising or suffered by the Eligible Participants and/or third parties resulting directly or indirectly from this Campaign unless it is due to PBB's or PIBB's gross negligence or wilful misconduct specifically related to this Campaign.
- 4.5 PBB and PIBB 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.
- 4.6 To the fullest extent permitted by law, PBB and PIBB 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 and PIBB reserves the right to add, delete or vary these terms and conditions, from time to time, wholly or in part, by providing prior notice to the Eligible Participants through posting on PBB's website, displaying notice at PBB's or PIBB's branches, or any other manner as may be determined by PBB or PIBB from time to time.

- 4.9 PBB and PIBB reserves the right to cancel, withdraw, suspend, extend or terminate this Campaign prior to the expiry of this Campaign, in whole or in part, with prior notice. For the avoidance of doubt, any cancellation, withdrawal, suspension, extension or termination shall not entitle the Eligible Participants to any claim or compensation against PBB or PIBB for any and all losses or damages suffered or incurred by the Eligible Participants.
- 4.10 These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Participants agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 4.11 Eligible Participants may view PBB's or PIBB's Privacy Notice which states how PBB or PIBB uses their information at [www.pbebank.com](http://www.pbebank.com) or [www.publicislamicbank.com.my](http://www.publicislamicbank.com.my) or any of PBB's or PIBB's branches.

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