

## **SME, PARTNERSHIP AND SOLE PROPRIETORSHIPS CAMPAIGN**

### **Terms and Conditions**

#### **1) Definition**

- a) **“Organiser”** means Malaysian Electronic Clearing Corporation Sdn. Bhd.(Company No.836743-D).
- b) **“Participating Banks”** means the list of Banks as set out in **Table 1 of Appendix A**.
- c) **“Partnership”** means any form of business where registered under the Registration of Businesses Act 1956 and Limited Liability Partnership Act 2012.
- d) **“Sole Proprietorship”** means a form of business entity which set up solely by one person only as defined under the laws of Malaysia.
- e) **“SMEs”** means Small and Medium Enterprises which comprise two (2) different sectors i.e. For Manufacturing, sales turnover not exceeding RM50 million OR full time employees not exceeding 200 workers. For Services and other Sectors, sales turnover not exceeding RM20 million OR full time employees not exceeding 75 workers.  
**\*Source: BNM Circular on New Definition of Small and Medium Enterprises (SMEs) – Please refer to Table 2: Appendix A.**

#### **2) Promotion Period**

- a) The Promotion shall run from **00:00 hours (GMT+8) on 15<sup>th</sup> December 2016 until 17:00 (GMT+8) hours on 30<sup>th</sup> April 2017** (both dates inclusive) (**“Promotion Period”**).

#### **3) Entry Eligibility**

- a) This Promotion is open to the SMEs, Partnership and Sole Proprietorship only (**“the Participant”**) with a valid business license registered with appropriate authority and account maintain with any of the Participating Banks.
- b) The Participant shall ensure that their business license and account with any of the Participating Banks shall not be terminated, suspended, cancelled or dormant within the Promotion Period until redemption of the Promotion Prizes.
- c) Individual customer/Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers shall not be eligible to participate in this Promotion.
- d) Directors, officers, employees of the Organiser (including its associated companies) and their immediate family members (spouse, children, parents, siblings) and/or representatives, employees, servants of the Organiser and their immediate families are not eligible to participate in the Promotion.

#### **4) Qualifying Criteria**

- a) The Participant shall fulfil and satisfy the following criteria by submitting the entry form through their respective Participating Banks within the Promotion Period:

No	Criteria	Description
1	For <b>Existing bank customers</b> that <b>have Internet Banking access and have been using cheque</b>	<ul style="list-style-type: none"> <li>▪ <b>SME</b> – minimum of 30 IBG transactions (payroll &amp; other IBG payments) per month for 2 consecutive months;</li> <li><b>OR</b></li> <li>▪ <b>Sole Proprietorship/Partnership</b> – minimum of 10 IBG transactions (payroll &amp; other IBG payments) per month for 2 consecutive months;</li> <li><b>AND</b></li> <li>▪ Minimum of <b>20% cheque reduction</b> (based on any 2 consecutive months from 1 Dec 2016 to 30 June 2017) against cumulative cheque usage from October and November 2016 (example of computation, <b>please refer to Table 3: Appendix A</b>).</li> </ul>
2	<b>For New customer/ account</b>	<ul style="list-style-type: none"> <li>▪ <b>SME</b> – minimum usage of 30 transactions (payroll &amp; other IBG payments) per month for 2 consecutive months;</li> <li><b>OR</b></li> <li>▪ <b>Sole Proprietorship/Partnership</b> – minimum usage of 10 transactions (payroll &amp; other IBG payments) per month for 2 consecutive months.</li> </ul>

- b) The entry form shall be made available for download at the Organiser's website at [www.myclar.org.my](http://www.myclar.org.my) or can be requested from Bank's Sales Representatives at the respective Participating Bank's branches.
- c) Only IBG transaction made using the Internet Banking, Mobile Banking or Automated Teller Machine ("**the Channel**") are acceptable and eligible for this Promotion.
- d) There is no IBG transaction limit set to participate in this Promotion. However, the Participating Banks may impose a minimum limit amount for each Channel which the Participant may subject to the Participating Banks' terms and conditions.

## 5) Submission of Entries

- a) The Participant must fill in the entry form with all required information and answer Two (2) questions before submitting the completed form to their respective Participating Banks. Each entry form submitted shall be verified by the Participating Banks.
- b) Participants shall refer to their respective Participating Banks for more information on the process of submission of the entry form
- c) All entry form must be submitted to the Participating Banks before 5pm on 30 April 2017. Entry form received after 5pm on 30 April 2017 shall be disqualified.
- d) The Participant may submit more than One (1) entry form during the Promotion Period. Entries that fail to comply with the eligibility and qualifying criteria shall be disqualified.
- e) The Organiser will not be responsible for any damage, loss or delay of entries after the closing date. Entry forms that are incomplete and inaccurate responses will be deemed invalid and shall not be eligible to participate in the Promotion.

## 6) Shortlisting Winners and Announcement

- a) At the end of the Promotion Period, the Participating Banks will validate all the entry forms submitted by the Participants to shortlist all eligible entries. The validation process will end on 30 June 2017. Eligible entry shall be determined based on the fulfilment of qualifying criteria as stipulated above ("**Eligible Entry(ies)**").
- b) The Bank shall submit the list of Eligible Entries to the Organiser for selection of winners. The Organiser will select 35 winners from the pool of Eligible Entries received from the Participating Banks by performing random computer process. The selection of the winners shall be subjected to the satisfactory fulfilment of the eligibility terms and entry criteria of the Promotion of which are determined at the Organiser absolute discretion.
- c) Each selected winners is allowed to only win one (1) Prize throughout the Promotion Period, irrespective of the number of Eligible Entries received by the Organiser.
- d) The selected winners will be contacted by phone and/or written letter by the Participating Banks within thirty (30) days after receiving the final list of selected winners from the Organiser. In the event that the selected winner is not contactable or respond to the written letter, the selected winner shall be deem to forfeit the Prize and any enquiries thereafter shall not be entertained.
- e) All decisions made by the Organiser in relation to the Promotion including but not limited to the shortlisting, selection of winners and the Prizes shall be final, conclusive and binding. No further correspondence, queries, appeals or protests from the Participants shall be entertained.
- f) The names of the winners will be published and announced at the Organiser and the Bank's website.

## 7) Prizes

- a) Prizes for the Promotion are as follows:

<b>Prize (per winner)</b>	<b>Number of winners</b>
Cash prize worth Ringgit Malaysia Ten Thousand (RM10,000.00).	35

- b) To the fullest extent permitted by applicable laws, the Organiser and the Participating Banks offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion and the Prizes.
- c) All prizes are not transferable to any third party.
- d) The Organiser reserves the right to substitute a prize with another prize of similar value without prior notice.

## 8) Prize Redemption

- a) Prizes must be collected within thirty (30) days upon receiving the telephone call, (**“Collection Period”**). All unclaimed prizes after the Collection Period will be forfeited and any enquiries thereafter will not be entertained. No refund will be given for any unclaimed Prizes.
- b) The winners are solely responsible for the claim and collection of the Prizes at their respective Participating Banks. The Organiser and the Participating Banks shall not be liable and/or responsible for the transportation cost pertaining to the collection and/or delivery of the Prizes. All taxes, charges and incidental costs in this regard shall be solely borne by the winners.
- c) In special situations and subject to the absolute discretion of the Organiser, the winner may nominate a designated representative to collect a prize. Written authorisation and identification for both winner(s) and their representative(s) will be required.
- d) The Participating Bank may require winners to complete and pass the verification process in order to redeem the Prizes in person or the winner’s designated representative in any case. The Prizes will be forfeited if the winner(s) or it’s designated representative is unable to complete and pass the verification process successfully or if verification documents provided are in any way different from the information provided by the Participating Banks. The required documents for verification are as follows:
  - i) Malaysian business license; and
  - ii) Winner’s authorised representative original identity card (Malaysian) or passport (non-citizens)
- e) In the event a winner decides not to accept a Prize, it will be dealt with according to the absolute discretion of the Organiser which also subject to legislative requirements.

## 9) Liability and Responsibility

- a) Winners shall assume full liability and responsibility in case of any accident, injury, damage, loss or claim resulting from participation in the Promotion, redemption and/or usage of the Prizes. The Organiser and the Participating Banks shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) suffered by third parties or the Participants in any manner whatsoever during and after the Promotion resulting from or arising out of the Promotion.
- b) By participating in the Promotion and by submitting personal details with the Organisers, Participant(s) agree and consent to the process of personal data by the Organiser and the Organiser agree to only collect it, use it for the purpose of the Promotion. During participation in the Promotion and acceptance of the Prizes, winners hereby grant to the Organiser to process and use personal data including, but not limited to, the company name, address, for the purpose of advertisement and any other for publicity associated with the Promotion from time to time without any compensation or a need for prior notification to the winners or Participants.
- c) The Organiser and the Participating Banks shall not be liable in any manner whatsoever for the following :
  - i) Any additional expenses incurred by the participants for taking part in the Promotion;
  - ii) Any sort of technical failure;
  - iii) Intervention by unauthorised parties during the Promotion Period;

- iv) Electronic or human errors in the administration of the Promotion and processing of entries;
  - v) Any data entry that is lost, stolen, damaged, wrongly delivered or not received which is not due to the negligence or wilful default of the Organiser and the Bank.
- d) To the fullest extent permitted by the law, in no event will the Organiser and the Participating Banks or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that the Organiser may engage for purposes of the Promotion) be liable for any loss or damages (including 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 Promotion, even if the Organiser have been advised on the possibility of such damages in advance, and all such damages are expressly excluded.

## **10) General Terms and Conditions**

- a) The Organiser shall be entitled to amend, vary, delete or add any of these Promotion Terms and Conditions without prior notice to the Participants. The Organiser shall also be entitled to modify, cancel, terminate or suspend the Promotion at any time during the Promotion Period without giving prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Participant as a result of the above.
- b) To the fullest extent permitted by applicable laws, the Organiser offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion including the Prizes.
- c) The Organiser and the Participating Bank shall not be liable and responsible nor shall accept any liabilities whatsoever nature howsoever arising or suffered by any Participant resulting directly or indirectly from this Promotion. All decisions made by the Organiser in relation to the Promotion including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes shall be final, conclusive and binding.
- d) By participating in the Promotion, Participants agree to be bound by the Terms and Conditions herein. The Promotion Terms and Conditions contained in the Organiser's website [www.myclar.com.my](http://www.myclar.com.my) shall prevail over any inconsistent terms and conditions contained in any other promotional or advertising materials for the Promotion
- e) The Terms & Conditions are prepared in both English and Bahasa Melayu. In the event of any inconsistency between the English and Bahasa Melayu version, the English version shall prevail.
- f) The Terms and Conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.
- g) Time shall be of the essence of the Promotion.

## **APPENDIX A**

**Table 1: PARTICIPATING BANKS**

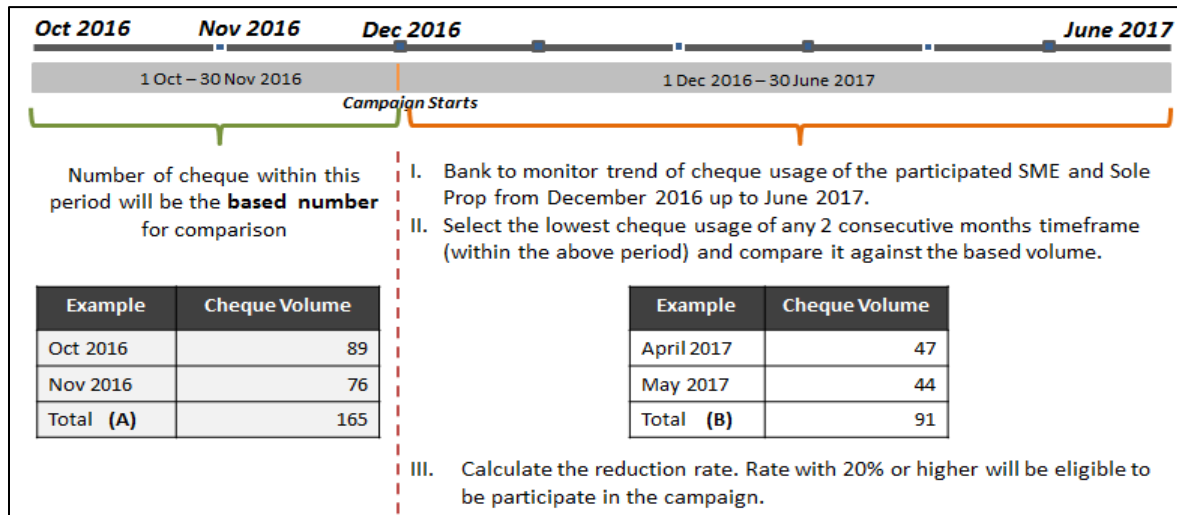
Affin Bank Berhad	Bank Pertanian Malaysia Berhad	Affin Islamic Bank Berhad
AmBank Islamic Berhad	BNP Paribas Malaysia Berhad	AmBank (M) Berhad
Alliance Islamic Bank Malaysia Berhad	Bank of Tokyo-Mitsubishi UFJ (Malaysia) Berhad	Alliance Bank Malaysia Berhad
Bank Islam Malaysia Berhad	CIMB Islamic Bank Berhad	Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad
Bank Muamalat Malaysia Berhad	Deutsche Bank (Malaysia) Berhad	Bank of America Malaysia Berhad
Hong Leong Islamic Bank Berhad	Bank Simpanan Nasional	Bank Kerjasama Rakyat Malaysia
J.P. Morgan Chase Bank Berhad	Citibank Berhad	CIMB Bank Berhad
HSBC Amanah Malaysia Berhad	Mizuho Bank (Malaysia) Berhad	Maybank Islamic Berhad
Hong Leong Bank Berhad	OCBC Al-Amin (Malaysia) Berhad	Public Islamic Bank Berhad
Industrial and Commercial Bank of China (ICBC)	Kuwait Finance House	HSBC Bank Malaysia Berhad
Maybank Berhad	OCBC Bank (Malaysia) Berhad	Public Bank Berhad
RHB Bank Berhad	The Royal Bank of Scotland Berhad (RBS)	Sumitomo Mitsui Banking Corporation Malaysia Berhad (SMBC)
RHB Islamic Bank Berhad	Standard Chartered Saadiq Berhad	Standard Chartered Bank Malaysia Berhad
United Overseas Bank Berhad (UOB)		

**Table 2: NEW DEFINITION OF SMALL AND MEDIUM ENTERPRISES (SMEs)**

Category	Micro	Small	Medium
Manufacturing	Sales turnover not exceeding RM300,000 <u>OR</u> full-time employees not exceeding 5	Sales turnover from RM300,000 to less than RM15 million <u>OR</u> full-time employees from 5 to less than 75	Sales turnover from RM15 million to not exceeding RM50 million <u>OR</u> full-time employees from 75 to not exceeding 200
Services & Other Sectors		Sales turnover from RM300,000 to less than RM3 million <u>Or</u> full-time employees from 5 to less than 30	Sales turnover from RM3 million to not exceeding RM20 million <u>OR</u> full-time employees from 30 to not exceeding 75

Source: BNM Circular on New Definition of Small and Medium Enterprises (SMEs)

**Table 3: Example Calculation for Cheque Reduction Rate – For Existing Users**



**Reduction Rate** =  $[165 - 91] / 165 \times 100$   
 = **44.8%** (greater than 20% reduction. Therefore, eligible for entry)

[END]