

## **IBG SMES AND CORPORATE PAYROLL CAMPAIGN (“THE PROMOTION”)**

### **Terms and Conditions**

#### **1) Definition**

- a) **“Corporates”** means Private Limited Company and Limited Company as defined under the laws of Malaysia.
- b) **“Organiser”** means Payments Network Malaysia Sdn Bhd (PayNet) (Formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) (Company No.836743-D).
- c) **“Participating Banks”** means the list of Banks as set out in **Table 1 of Appendix A**.
- d) **“Registration Period”** means enrolment for payroll via online banking start from the date of Promotion Period until 31<sup>th</sup> March 2018.
- 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 1<sup>st</sup> November 2017 until 17:00 (GMT+8) hours on 31<sup>st</sup> May 2018** (both dates inclusive) (**“Promotion Period”**).

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

- a) The Promotion is open to all SMEs and Corporate Customers (**“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 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:

| No | Criteria   | Description   |
|----|--|---|
| 1  | For <b>Existing bank customers</b> that have yet to utilize online payroll payment through Bank's services | <ul style="list-style-type: none"> <li>▪ Start to pay payroll to its employees via online through Bank's services during <b>the Registration Period</b>; AND</li> <li>▪ Minimum usage of 30 IBG transactions (payroll and other payments) per month for 2 consecutive months at any time during the Promotion Period.</li> </ul>              |
| 2  | For <b>New customer</b> that register and use online payroll payment through Bank's services               | <ul style="list-style-type: none"> <li>▪ Register and to start pay payroll to its employees via online through Bank's services during <b>the Registration Period</b>; AND</li> <li>▪ Minimum usage of 30 IBG transactions (payroll and other payments) per month for 2 consecutive months at any time during the Promotion Period.</li> </ul> |

- b) Banks shall provide information and statistics regarding the Participant's IBG volume two months prior to the Promotion, during the Promotion and 2 months after the Promotion to the Organiser. The Banks shall obtain the Participant's consent to this information disclosure.
- c) Only IBG transaction made using the Internet Banking or Over-the-counter (OTC) ("**the Channel**") are acceptable and eligible for this Promotion.
- d) There is no IBG transaction limit set to participate in this Promotion. However, the Banks may impose a maximum and minimum limit amount for each Channel which the Participant may be subjected to the Banks' terms and conditions.

#### 5) Participation of Campaign/Promotion

- a) The Participant shall inform their respective Bank via email any other means that the respective Banks deem appropriate to participate in the promotion and meet the promotion criteria within the Registration Period.
- b) The Bank shall notify Organiser via email once customer meets the promotion criteria and send the entries to [ibg@paynet.my](mailto:ibg@paynet.my) within the Promotion Period.

#### 6) Shortlisting Winners and Winner Selection Process

- a) At the end of the Promotion Period, the Participating Banks will validate and shortlist all eligible Participant. The eligible Participant shall be determined based on the fulfilment of qualifying criteria as stipulated above ("**Eligible Participant**").
- b) There are two selection processes for the prizes whereby;
- i. For exclusive prizes, the Organiser shall select the three hundred and sixty (360) winners from the pool of maximum first fifty (50) of Eligible Participant from each Banks by performing random computer process.
  - ii. For three (3) grand prizes winners, the Organiser shall select the winners from the pool of Eligible Participant received from the Banks by performing random computer process.

- c) The shortlisted winner for both categories will be contacted through telephone by the Bank with the presence of the Organiser and required to answer questions as determined by the Organiser. The shortlisted winner must answer the questions correctly to be eligible to win the Prizes. The Bank may contact the authorizer of the transaction made through telephone or any other effective means that may deem appropriate by the Bank.
- d) The Bank will make attempt to contact the shortlisted winners for a maximum of three (3) phone calls. In the event the shortlisted winners cannot be contacted i.e. voicemail, line busy or fails to answer all questions correctly, the Organiser shall allocate the Prize to the next shortlisted winners accordingly. Organiser shall have the right to select the next shortlisted winners based on the list of Eligible Participant received from the Banks. The next shortlisted winners who can be contacted and answered the question correctly shall become the winners respectively.
- e) Each Participant is eligible to win more than one (1) throughout the Promotion Period, in combination of both prizes category as explained in item 6(b). For instance, if any Participant has won the RM1,000 cash prizes, they will also stand a chance to win the grand prizes.
- f) 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 Participant shall be entertained.
- g) 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> |
|--|--------------------------|
| Exclusive Prize:<br>Cash prize worth Ringgit Malaysia One Thousand (RM1,000.00). | 360                      |
| Grand Prize:<br>Cash prize worth Ringgit Malaysia Twenty Thousand (RM20,000.00). | 3                        |

- 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. The visual(s) of the prizes shown in any advertisement, promotion publicity and other materials relating to this Promotion are solely for illustration purposes only and may not depict the actual prizes.
- d) The Organiser reserves the right to substitute a prize with another prize of similar value without prior notice.

## 8) **Prize Redemption**

- a) The winners will be contacted by phone/notified in writing by the Bank/Organiser. The prizes will be credited to the winners account within thirty (30) days upon receiving the notification letter from the Bank/Organiser.

- b) The Bank/Organiser will require winners to complete and pass the verification process in order to redeem the Prizes 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 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)
- c) In the event a winner decides not to accept a Prize, it will be dealt 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 Participant 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 Participant.
- 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 Participant 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 Participant. 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) 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.
- c) By participating in the Promotion, the Participant agree to be bound by the Terms and Conditions herein. The Promotion Terms and Conditions contained in the Organiser's website [www.paynet.com.my](http://www.paynet.com.my) shall prevail over any inconsistent terms and conditions contained in any other promotional or advertising materials for the Promotion
- d) 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.
- e) The Terms and Conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.
- f) Time shall be of the essence of the Promotion.

**[END]**

## **APPENDIX A**

**Table 1: PARTICIPATING BANKS**

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

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

| <b>Category</b>          | <b>Micro</b>   | <b>Small</b>   | <b>Medium</b>   |
|--------------------------|--|--|---|
| 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)