

## **Salary Payments with IBG (“THE PROMOTION”)**

### **Terms and Conditions**

This Promotion is organised by Payments Network Malaysia Sdn Bhd (“PayNet”) (“the Organiser”) in collaboration with SME Corporation Malaysia.

#### **1) Definition**

- a) **“Participating Banks”** means the list of Banks as set out in **Table 1 of Appendix A**.
- b) **“Registration Period”** means enrolment for payroll via online banking start from the date of Promotion Period until 28<sup>th</sup> February 2019.
- c) **“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 2018 until 17:00 (GMT+8) hours on 30<sup>th</sup> April 2019** (both dates inclusive) (**“Promotion Period”**).

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

- a) The Promotion is open to all SMEs (**“the Participant”**) with a valid business license registered with appropriate authority, SMEs as defined herein, 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 20 IBG transactions (only for salary crediting) 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 20 IBG transactions (only for salary crediting) per month for 2 consecutive months at any time during the Promotion Period.</li></ul>

- b) Only IBG transaction made using the Internet Banking ("**the Channel**") are acceptable and eligible for this Promotion.
- c) 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 or 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 the Participant 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) The shortlisted winner will be contacted through telephone by the Bank 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.

- c) 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.
- d) 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.
- e) 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 Five Hundred (RM500.00).	950

- 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.
- e) The Prizes are on a first-come-first-served basis subject to availability.

**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 its 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) 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.
- c) 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 agrees 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. The Participant is advice to

periodically check for updates of this Promotion's Terms and Conditions at the Organiser's or the Participating Banks' websites.

- 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.

## **11. PRIVACY NOTICE**

- a) By Participating in the Promotion, the Participant gives their consent to and authorize the Organiser to collect, store, use, process their names, masked Identification Numbers and other particulars ("Personal Data") for the purpose of running the Promotion, including but not limited to announcing and publishing Personal Data and/or photos of the Participant at the Organiser' website for advertising and publicity purposes.
- b) By Participating in the Promotion, the Participant gives their consent to and authorizes the Organiser to collect their Personal Data on their behalf from the Participating Bank for the purpose of running the Promotion including but not limited to validating and shortlisting of the Participant.
- c) The Organiser may use a third party service to process the Participant's Personal Data. All such third parties are contractually obliged, not to use the Participant's Personal Data in any other than way that stated herein.
- d) Under the laws of Malaysia, the rights of the Participant includes:
  - i) The rights to withdraw consent for the use of Personal Data at any time by contacting the Organiser at the email address mentioned below by providing the Organisers with the Participant's name and email address for removal of the said Personal Data;
  - ii) The rights to obtain a copy of the Personal Data which the Organiser hold; and
  - iii) The rights to correct inaccurate Personal Data.
- e) If the Participant's wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please contact 03-22648600
- f) The Organiser will take reasonable precautions to keep the Participant's Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Participant's Personal Data if required by law, search warrant, subpoena or court order.
- g) For the purpose of this Clause 11, all Personal Data relating to the Contest shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other applicable laws in Malaysia.

**[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	Bangkok Bank Berhad
Bank of China (Malaysia) Berhad	Maybank Berhad	MBSB Bank Berhad
China Construction Bank (Malaysia) 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)