

TERMS & CONDITIONS
SMEXpert Campaign 10.10 THIS OR THAT

1. Introduction

By taking part in this Bank Islam's Social Media Trivia Contest ("Contest"), you have indicated that you have read, understood and agreed to the terms and conditions and decisions of Bank Islam ("Organiser") without limitation or qualification. You further agree to the Organiser's decision on all matters relating to the Contest, selection of winners and prizes shall be final, conclusive and binding on all participants and no further correspondence and / or appeal to dispute the Organiser's decision shall be entertained.

2. Contest Period

The Contest will run from 10 October 2021 (Sunday) to 17 October 2021 (Sunday) ("Contest Period"). The Organiser reserves the sole and absolute right to alter or end the Contest at any time prior to the expiry of the Contest Period by giving a reasonable prior notice and no compensation in cash or in kind shall be given. All entries received outside the Contest period will be automatically disqualified.

3. Contest Prize

40 x RM50 Lynn's Catering e-vouchers

4. Eligibility

- i. This Contest is solely organised by the Organiser and is open to all Malaysian citizens and permanent residents of Malaysia who are 18 years old and above, except Bank Islam SME Banking division staff ("Eligible Participant").

5. How To Participate

To participate in this contest, participants are required to:

Step 1: Download & Sign Up as a member on SMEXpert App

Step 2: Leave your answers in the comments section (on Facebook or Instagram). No limit to amount of entries/comments per individual.

Step 3: Tag @ two friends to enter the contest

6. Winner Selection

- i. 40 unique winners will be chosen at random via lucky draw based on their correct answers.
- ii. Each chosen winner will be entitled to 1 prize only.
- iii. Only valid entries are considered. An entry is considered valid when it is submitted within the Contest Period and has fulfilled all required procedures as stated in the How to Participate section.

- iv. The organiser will Direct Message (DM) winners via Facebook or Instagram and winners are required to respond by 22 October 2021.

7. Liability

Participants shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this Contest. The Organiser is not responsible for technical problems that prevent any individual from participating in this Contest.

8. Disqualification

The Organiser reserves the right to disqualify participant that is found or suspected of tampering with the entry process or the operation of the Contest or to be in violation of these Contest Terms and Conditions. No correspondence shall be entertained. The Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this Contest.

9. Disclaimer

The Organiser shall not be responsible in any way whatsoever, in respect of any matters beyond Organiser's control with regard to this Contest or anything related thereto.

10. General

- i. Participants are advised to read and understand these Terms and Conditions before participating in any of our contests and / or campaigns and / or promotions.
- ii. To participate in our contests and / or campaigns and / or promotions, participants must fall within the eligibility criteria and fulfill the contest mechanics. Unless stated otherwise by the Organiser, participants are not required to sign up or fill up any application form to participate in the said contest and / or campaign and / or promotion.
- iii. By participating in this Contest / Campaign / Promotion, the participants:
 - a) shall give consent for the Organiser to disclose their personal data to the Organiser's service provider to the extent necessary for the purpose of this Contest / Campaign / Promotion;
 - b) shall agree for the Organiser to publish or display their names or photos in media, marketing or the Organiser's website for the purpose of this Contest / Campaign / Promotion (where applicable); and
 - c) shall agree to the Organiser's decision on all matters relating to the Contest / Campaign / Promotion, selection of winners and prizes shall be final, conclusive and binding on all participants and no further correspondence and / or appeal to dispute the Organiser's decision shall be entertained.
- iv. The Organiser accepts no responsibility for any tax responsibilities that may arise from the prizes or the use thereof. Any tax filing obligation or tax payment (if any) due to any tax authority as a result of receipt of the prizes remains the sole responsibility of the winners. It is the responsibility of the winners to seek an independent tax advice on the possible tax responsibilities to their financial situations.
- v. The Contest / Campaign / Promotion prizes do not include any other incidental expenses e.g. transportation whatsoever, unless expressly stated in these Terms and Conditions (if any).
- vi. The prize (where applicable) is not redeemable or exchangeable for any other items or cash. Winners must accept the prize 'as it is' and must acknowledge that the Organiser shall not be held responsible in the value

of the prize due to the variation of prices in the market during the prize redemption / collection by the winners at the time stipulated by the Organiser.

- vii. If the prize (where applicable) is not available for whatsoever reason, the Organiser reserves the right to substitute the prize for any item at its absolute discretion of equivalent value or with any other items whichever the Organiser deems appropriate upon the Organiser issuing at least fourteen (14) days prior notice to all participants from the date prize winner announcement is scheduled to be made by the Organiser. The mode of notifications could be in writing, via electronic means or displayed at the Organiser's branches and / or websites.
- viii. All winners will be notified/contacted by the Organiser via Facebook or Instagram Direct Message only to arrange for collection/delivery of the prizes. In the event the winner is unable to be contacted by the Organiser or does not respond to the Organiser's Direct Message, the Organiser reserves the right to select another winner. No representative of the winner would be allowed to collect the prize on behalf of them.
- ix. Winners may be invited to attend prize presentation ceremony or other publicity events (if any) at the location to be advised on a later date. Winners are fully responsible for all expenses incurred in attending the said prize giving ceremony.
- x. In compliance with the Personal Data Protection Act (PDPA) 2010, the Organiser shall protect the personal data of the winners. By participating in this Contest / Campaign / Promotion, winners shall consent and agree that their names and photographs may be published in any media selected by the Organiser as it deems fit for publicity purposes.
- xi. The Organiser and its affiliates and their respective directors, officers, employees and agents shall not be liable for any misinterpretation on facts, and / or inflicted injuries and / or loss of lives and / or valuables resulting from the prize won through this Contest / Campaign / Promotion and shall not be liable, whether direct or consequential, for any loss and damage or for any personal injury and / or whatsoever suffered or sustained by the participants caused directly or indirectly, in whole or in part, in connection with this Contest / Campaign / Promotion or their participation in this Contest / Campaign / Promotion or the receipt or use of any of the prizes or may be suffered in the course of the prize giving travel and/or as a result of any act or omission on the part of the Organiser whatsoever, except for any liability which cannot be excluded by law. The Organiser shall not be responsible in any way whatsoever, in respect of any matters beyond the Organiser's control with regard to this Contest / Campaign / Promotion or anything related thereto.
- xii. The Organiser reserves the rights to amend, cancel, terminate, or suspend the Contest / Campaign / Promotion by providing sufficient notice not less than one (1) day prior to the date of amendment, cancellation, termination or suspension. The mode of notification could be in writing, via electronic means or display of notices at the Organiser's branches and / or website. For the avoidance of doubt, amendment, cancellation, termination or suspension by the Organiser of the Contest / Campaign / Promotion shall not entitle the customers who participate in this Contest / Campaign / Promotion to any claim or compensation against the Organiser for any losses or damages whatsoever suffered or incurred as a direct and indirect result of the act of amendment, cancellation, termination or suspension.
- xiii. Participants are advised to access the Organiser's website from time to time to view the Terms and Conditions and to ensure to be kept up-to-date on any change or variation to the Terms and Conditions thereof.
- xiv. The Terms and Conditions herein contained are in addition to and without prejudice to the Product / Service terms and conditions. In the event of any inconsistency between these terms and conditions, this Terms and Conditions shall prevail with regards to this Campaign / Promotion.
- xv. The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the customers agree to submit to the jurisdiction of the Courts of Malaysia.