

# JomPAY Campaign!

## Terms and Conditions

**JomPAY Campaign!** (“**Campaign**”) is organized by Bank Islam Malaysia Berhad (Company No. 198301002944 (98127 – X)) (“**Bank Islam**”).

### 1. Definition

- (a) “**JomPAY**” means a national initiative supported by Bank Islam to enable online bill and invoice payments across Malaysia.
- (b) “**JomPAY Billers**” means masjid, school, non-governmental organization (NGO) or Small and Medium Enterprise (SMEs) that have registered with Bank Islam to collect or receive payments using JomPAY.
- (c) “**JomPAY Transaction**” means the successful payment of any bills or invoices to JomPAY Billers via JomPAY, for any amount.
- (d) “**Facebook**” means official Facebook page of Bank Islam under <https://www.facebook.com/BankIslamFB/>.
- (e) “**Instagram**” means official Instagram page of Bank Islam under <https://instagram.com/bankislam/>.

### 2. Campaign Period

- (a) This Campaign is from 16 November 2020 until 30 April 2021 (both dates inclusive) (“**Campaign Period**”).

### 3. Eligibility Criteria and Campaign Mechanics

- (a) This Campaign is opened to all JomPAY Billers who had registered with Bank Islam during the Campaign Period.
- (b) JomPAY Billers must receive a minimum of 10 JomPAY Transactions of any amount from their customers during the Campaign Period to qualify for the draw for prize.

- (c) JomPAY Transactions which are incomplete or performed before or after the Campaign Period shall not be eligible for the Campaign.
- (d) Each JomPAY Billers is only eligible for **one entry** throughout the Campaign Period.
- (e) JomPAY Billers who closed their account during the Campaign Period or after the Campaign Period (until the cash prizes have been credited into winners' accounts) is not eligible for the campaign.
- (f) JomPAY Transactions will be automatically tracked by the system. Submission of forms, SMS, creative signatures/slogan, etc. are not required.

#### **4. Prizes**

- (a) JomPAY billers who fulfilled the Eligibility Criteria and Campaign Mechanics above will stand a chance to win prize below:
- **Prize** – RM5,000 per winner
  - **Number of Winners** – 20
- (b) There will be 2 draws of 10 winners for each draw:
- **First draw** – Winner will be announce on the 2<sup>nd</sup> week of February 2021
  - **Second Draw** – Winner will be announce on the 2<sup>nd</sup> week of May 2021
- (c) Winners will be selected by a computerized drawing system.
- (d) One JomPAY Billers can only win one prize during the Campaign Period.
- (e) Winner's name will be announce and publish in Bank Islam's Facebook, Instagram and website.
- (f) Winners will be contacted by Bank Islam through email or phone call.
- (g) In the event the winners cannot be contacted at all, Bank Islam shall be entitled to allocate the Prize to the next winner.

#### **5. General Terms and Conditions**

- (a) Customers are advised to read and understand these Terms and Conditions before participating in any of Bank Islam's campaigns and / or promotions.
- (b) To participate in Bank Islam's campaign and / or promotion, customers must fall within the Eligibility Criteria and fulfil the Campaign Mechanics. Unless stated otherwise by Bank Islam, customers are not required to sign up or fill up any application form to participate in this Campaign.
- (c) By participating in this Campaign, the customers:
- i. shall give consent for Bank Islam to disclose their personal data to Bank Islam's service provider to the extent necessary for the purpose of this Campaign;
  - ii. shall agree for Bank Islam to publish or display their names or photos in media, marketing, Facebook, Instagram or Bank Islam's corporate website for the purpose of this Campaign (where applicable); and
  - iii. shall agree to Bank Islam's decision on all matters relating to the Campaign, selection of winners and prizes via Bank Islam's generic draw engine shall be final, conclusive and binding on all Eligible Customers and no further correspondence and / or appeal to dispute Bank Islam's decision shall be entertained.
- (d) Bank Islam 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.
- (e) This Campaign's prizes exclude any other incidental expenses e.g. transportation whatsoever, unless expressly stated in these Terms and Conditions (if any).

- (f) The prizes (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 Bank Islam 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 Bank Islam.
- (g) If the prize (where applicable) is not available for whatsoever reason, Bank Islam reserves the right to substitute the prize for any item at its equivalent value or with any other items whichever Bank Islam deems appropriate upon Bank Islam issuing at least fourteen (14) days prior notice to customers from the date prize winner announcement is scheduled to be made by Bank Islam. The mode of notifications could be in writing, via electronic means or displayed at Bank Islam's branches or corporate websites.
- (h) All winners will be contacted by Bank Islam, i.e. via telephone with a minimum of three (3) phone calls to arrange for collection / delivery of the prizes (where applicable). Bank Islam will contact the winners i.e. via the Mobile Number, Office Number or Residence Number as stated in Bank Islam's record. In the event the winner is unable to be contacted by Bank Islam, Bank Islam reserves the right to conduct new / another draw for any customer to be the winner. No representative of the winners is allowed to collect the prize on behalf of them.
- (i) 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. Selected Winners are fully responsible for all expenses incurred in attending the said prize giving ceremony.
- (j) In compliance with the Personal Data Protection Act (PDPA) 2010, Bank Islam shall protect the personal data of the customers. By participating in this Campaign, winners shall consent and agree that their names and photographs may be published in any media selected by Bank Islam as it deems fit for publicity purposes.
- (k) Bank Islam 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 prizes won through this Campaign 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 customers caused directly or indirectly, in whole or in part, in connection with this Campaign or their participation in this Campaign 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 Bank Islam whatsoever, except for any liability which cannot be excluded by law. Bank Islam shall not be responsible in any way whatsoever, in respect of any matters beyond Bank Islam's control with regard to this Campaign or anything related thereto.

- (l) Bank Islam reserves the rights to amend, cancel, terminate or suspend the Campaign by providing sufficient notice not less than fourteen (14) days 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 Bank Islam's branches and / or corporate website. For the avoidance of doubt, amendment, cancellation, termination or suspension by Bank Islam of the Campaign shall not entitle the customers who participate in this Campaign to any claim or compensation against Bank Islam for any losses or damages whatsoever suffered or incurred as a direct and indirect result of the act of amendment, cancellation, termination or suspension.
  
- (m) Customers are advised to access Bank Islam's corporate website from time to time to view the Terms and Conditions and to ensure to be kept up-to-date on any changes or variation to the Terms and Conditions thereof.
  
- (n) The Terms and Conditions herein contained are in addition to and without prejudice to JomPAY and relevant product or service terms and conditions. In the event of any inconsistency between these terms and conditions, these Terms and Conditions shall prevail with regards to this Campaign.
  
- (o) The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and customers agree to submit to the jurisdiction of the Courts of Malaysia.

(p) For more information, please visit Bank Islam branches, or call our Contact Centre & Customer Care at 03 26900900 or visit our website at <http://www.bankislam.com.my>

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