

MBF Cards "Got 1 Got Money" Program Terms and Conditions

The Terms and Conditions herein are to be read together with and are supplementary to the standard Terms and Conditions of MBF Cards (M'sia) Sdn. Bhd. ("MBFC")'s Card Agreement ("Card Agreement"). In the event of discrepancies or inconsistencies between this agreement and the Card Agreement, the Terms and Conditions of this agreement shall prevail in so far as it concerns the Program. MBFC has the absolute discretion to revert to the Card Agreement for its full effect. The word "Card" means any credit and/or charge card issued by MBFC. The word "CardMember" means the holder of the Card, which shall include both Principal and Supplementary Cards. The words "Eligible CardMember" refer to CardMember who have fulfilled all criteria set out in these Terms and Conditions. The words "Approval Code" mean the 6-digit / alphanumeric approval code on the Card transaction slip. The word "Time" means first in time. The words "MBF Cards "Got 1 Got Money" Program" or the "Program" means a program made available by MBFC whereby Eligible CardMembers will stand a chance to win cash prizes subject to the Terms and Conditions herein.

The Program

1. The "MBF Cards "Got 1 Got Money" Program" ("Program") commences from 1 June 2011 and ends on 29 February 2012 ("Program Period"), both dates inclusive or any other dates shall be solely determined by MBFC from time to time.
2. Under the Program, the number "1" shall be required from a valid transaction slip with an Approval Code. The number "1" can be at any placement on the Approval Code. For example, the number "1" can be the 1st or 2nd or 3rd or 4th or 5th or 6th digit of the Approval Code.
3. Both Principal and Supplementary CardMembers are entitled to participate on an independent basis.
4. CardMembers are required to hold a valid Card and must physically swipe and use their Card for any retail transaction or Over-the-Counter Cash Advance with a minimum value of RM50 to obtain a transaction slip ("Eligible Transaction").

Program Prize

There are two (2) prize categories in this Program:

5. Daily Cash Prizes

- 5.1 CardMembers must make an Eligible Transaction for the day (00:00:00hrs to 23:59:59hrs based on the date and time maintained on MBFC's system) and register their transaction details ("Entry") within 24 hours from the point the transaction was made:-

5.1.1 For all transactions within Malaysia

Entry(ies) must be registered via SMS to 39366 otherwise it shall be disqualified. Upon registration, there will be an acknowledgement SMS sent from MBFC to the Eligible CardMember (charged at RM0.30 per SMS) to confirm only the receipt of the entry and not the winning of the Daily Cash Prize. Proof of SMS sent by a CardMember does not denote proof that the SMS was received by MBFC. Eligible CardMembers are responsible to ensure that the details of their registration are complete and accurate. Should there be any errors in the registered Entry(ies), MBFC shall not be liable to send any notification.

5.1.2 For all transactions abroad (Outside Malaysia)

Entry(ies) must be registered by calling MBFC's Customer Service Hotline at 03-2167 7600 for registering all overseas transactions for this Program otherwise it shall be disqualified. All calls registered shall be based on Malaysia's local date and time (GMT + 8 hours).

- 5.2 There are two (2) Daily Cash Prizes categories:

5.2.1 Daily Cash Back Prizes

The cash back shall be awarded on a first-come, first-served basis from a pool of RM10,000. The cash back accorded shall depend on the number of "1" in the Approval Code, as shown in the Table below:

Approval Code	Cash Back %
With one or two "1" i.e. 612379, 891217	11% of the transaction amount
With three or more "1" i.e. 713115	111% of the transaction amount

The cash back amount is capped at RM111 on each transaction.

5.2.2 RM1,111 Cash Prize

The Eligible CardMember with the most number of "1" in the Approval Code will be awarded with RM1,111 cash prize for the day.

5.3 Prize Winner Selection

Time is of the essence. Only successfully registered Entries will be entitled to the Daily Cash Prizes based on the Time of the registration of the Entries for transactions made within the day (time as stipulated in MBFC's system date and time) shall be awarded with Daily Cash Prizes for each Entry as long as these Entry(ies) are not in breach of the items defined in clause 7.

5.4 Tie Breaker

In the event where there is more than one CardMember with the same number of "1" in their Approval Code, the registration time of the Entries (based on the time indicated on MBF Cards' system date and time) shall be used as the tie breaker. However, if the Entries have been registered at the same time, the highest transaction amount shall determine the RM1,111 Cash Prize Winner for the day.

5.5 Prize Winner Notification

MBFC will notify all Daily Cash Prize winners via SMS within seven (7) working days of their winning Entry(ies) for which the contact number shall be the number used by the Eligible CardMember for submission of the Entry(ies). Notwithstanding the foregoing, MBFC reserves the right to use any other method or medium MBFC deems fit at its sole and absolute discretion for the purpose of announcing the Daily Cash Prize Winners. The Daily Cash Prize shall be credited to the Eligible CardMember's Card account and reflected in the subsequent Card Statement, itemized under "Got 1 Got Money Daily Winner".

6. RM1,111,111 Grand Prize

- 6.1 MBFC's system shall select the first Card transaction with six "1" on the Approval Code. Eligible CardMember with the first transaction with six "1" on the Approval Code gets RM1,111,111.

6.2 Grand Prize Winner Selection

The RM1,111,111 Grand Prize Winner selection is determined by the Card transaction information and time stipulated in MBFC's system as long as the Card transaction(s) made are not in breach of the items defined in clause 7.

6.3 Grand Prize Tie Breaker

In the event where there is more than one Entries selected by MBF Cards' system at the exact same time, the highest transaction amount made on the Card will determine the RM1,111,111 Grand Prize winner.

6.4 Grand Prize Winner Notification

- 6.4.1 The RM1,111,111 Grand Prize winner will be notified within thirty (30) working days after MBF Cards' system have selected the winning Card transaction.
- 6.4.2 The registration and selection process shall include one question to be answered correctly by the Eligible CardMember before the RM1,111,111 Grand Prize can be awarded.

6.5 Eligibility

- 6.5.1 The following person/persons are not eligible for the RM1,111,111 Grand Prize:
 - i. Permanent and/or contract employees of MBF Holdings Berhad group of companies (of which MBFC is a subsidiary) including their immediate family members (parents, spouse and children);
 - ii. Representatives and/or agents (including advertising and promotions agents) of MBFC and their immediate family members (parents, spouse and children).

Disqualification

7. MBFC reserves the absolute right to disqualify any of the registered Entry(ies) without having to notify or alert the CardMember based on the following:-
 - a. All Entries received before and after the stipulated Program Period.
 - b. Inaccurate or incomplete Entry(ies) details.
 - c. Entry(ies) with transaction(s) value of less than RM50.
 - d. The Eligible CardMember's Card account shall not be in default of facilities granted at any time during the Program Period, subject to MBFC's discretion; and/or holder(s) of MBF credit card(s) whose accounts have been closed before the notification of the winnings.
 - e. Entry(ies) arising from Split Transactions, defined as follows:-
 - (i) Eligible CardMembers having multiple transactions of more than three (3), other than Over-the-Counter utility bill payments, on the same day using any of the CardMembers MBF credit card at the same card acceptance terminal shall be disqualified. For verification purposes the CardMember is required to retain his/her actual paid utility bill for Over-the-Counter utility bill payments.
 - (ii) Voiding transactions more than once on the same day at the same card acceptance terminal shall be disqualified.
 - f. CardMember who has conducted the purchases in a manner or pattern which is deemed to be not normal and shows an attempt to obtain an unfair advantage over other genuine CardMembers with normal Card spending patterns.

Exclusions

8. Transactions excluded are all fees, all Cash Advances (except Over-the-Counter), Corporate Bill Payment, Corporate GIRO transactions, CALL'n PAY, CLIK'n ADVERTISE, CLIK'n SHOP, CLIK'n PAY, mBILLPAY, mRELOAD, mPAY, Auto BILLPAY, all Mail Order, Telephone Order, Internet transactions and transactions which are under special corporate arrangement where rebate is applicable and all/any financial charges.

Publicity

9. By participating in the Program, CardMembers:
 - 9.1 consent for MBFC to disclose their particulars to MBFC's service providers for purposes of running this Program;
 - 9.2 consent for MBFC to disclose or publish their personal information such as their names and identities and any general information that MBFC sees fit about the participants or their account(s) in any media, marketing or advertising materials; and
 - 9.3 grant MBFC the absolute right to modify, use and/or publish any still or moving image of the participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.

Liability

10. MBFC shall not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending SMS as a result of any network, communication or system error, interruption and/or failure experienced by the telecommunication service provider. In the event of such error, interruption and/or failure, MBFC shall not be responsible or liable for any failure by any CardMember to participate in the Program at any time.
11. The selection of all prize winners by MBFC is final and no correspondence disputing MBFC's decision shall be entertained.

Judging

12. If the date and time of the Entry registration or Card transaction differ from that of MBFC's system date and time, and a dispute arises as to when the registration of the Entry or Card transaction has taken place, MBFC's system date and time shall prevail.
13. Judges' decision shall be final and binding and no correspondence shall be entertained. If any matters arise which are not covered in the Terms and Conditions, they shall be determined solely by MBFC and the panel of independent auditors.

Force Majeure Events

14. Notwithstanding any provision to the contrary herein it is agreed that MBFC shall not be held liable for any costs, expenses or damages that may be incurred or suffered as a result of MBFC being unable to comply strictly with the Terms and Conditions of this Program due to the occurrence of an event of force majeure. The term "force majeure" shall mean any event or cause outside the control of MBFC, including without limiting the generality of the foregoing:
 - 14.1 a revolution, civil commotion, riots, wars, terrorism, hostilities, sabotage, armed conflict, embargoes;
 - 14.2 explosions, accidents, acts of God, natural catastrophes including but not limited to earthquake, floods, storms, landslides, fire;
 - 14.3 strike, lockouts, labour disputes or other industrial disturbances (affecting the performance of this Terms and Conditions) which causes or can reasonably be expected to cause MBFC to fail to comply with its obligations;
 - 14.4 failure, explosions, breakage or accident to machinery, installations, transformers, electrical cables, lines, power generation plants, power stations, national electricity grid, high tension electricity cables or the like thereof; and
 - 14.5 the binding orders of or any interference of any government or governmental authority which has been resisted in good faith by all reasonable means, the denial, suspension or revocation of an applicable export and/or import permits.

Language

15. CardMembers are allowed to choose to enter into contract either in English or Bahasa Malaysia version. The contract signed in that language will be the contract exhibited in the court of law. Only in the event there is discrepancy and unclear, the English version will be the operative contract.

Adherence to the Program Terms and Conditions

16. All CardMembers shall be required to adhere to the Program Terms and Conditions. MBFC reserves the right to forfeit the prize(s) in the event of any of the Terms and Conditions are not adhered to.
17. All Terms and Conditions stipulated herein are governed by and construed in accordance to the laws of Malaysia and any legal disputes shall be commenced and heard in courts in Kuala Lumpur.
18. The CardMember has read and understood all the terms and conditions specified herein and MBFC may change, amend and/or modify any of the Terms and Conditions stipulated herein from time to time and any changes will be announced on MBFC's website at www.mbfcards.com and in MBFC's branches.

The Terms and Conditions can also be obtained at www.mbfcards.com or MBF Cards branches nationwide.