

TERMS & CONDITIONS for
AFFINGEM Loan Banca Campaign Y2023: Rebate on SMEnterprise Group Personal Accident or
SMElixir ("T&C")

1. The AFFINGEM Loan Banca Campaign Y2023: Rebate on SMEnterprise Group Personal Accident or SMElixir ("Campaign") is organised by Affin Bank Berhad (referred as the "Bank"). The Campaign is subject to the respective T&C set out herein.
2. The Campaign will run from **1 January 2023 until 31 December 2023** (both dates inclusive) ("Campaign Period").
3. Eligibility Criteria
 - 3.1 This Campaign is open to all New-to-Bank or Existing-to-Bank AFFINGEM customer who has fulfilled the pre-set criteria.
 - 3.2 AFFINGEM customer is defined as entity (non-individual) who has a female director, shareholder or ultimate beneficial owner ("UBO") who is a key person and manages the company. (hereinafter referred to as "Eligible Customer")
4. The following customer shall NOT be eligible for this Campaign:
 - 4.1 Customer whose account(s) held with the Bank have been suspended or terminated within the Campaign Period or who have breached any other agreements with the Bank;
 - 4.2 Customer whose account(s) held with the Bank that are deemed to be delinquent or unsatisfactorily conducted at the Bank's discretion;
 - 4.3 Customer who has ceased operations, insolvent or have legal proceedings of any nature instituted against them; or
 - 4.4 Any other customer as the Bank may decide to exclude at its discretion with valid reasons.

Campaign Mechanics

5. The Eligible Customer is required to obtain any of the following loan product as per table (a), to enjoy the rewards as described in Table (b):

Table (a)

Participating Loan Products
SMEmerge
BizDana
WCGS2
WCGS–Woman

Table (b)

**Loan Promotional Pricing		*Rebate on Banca
Promotional pricing up to 0.50% p.a. lower than prevailing board rate of the respective product.	AND	SMEnterprise (GPA excluding Plan 1) OR SMElixir *Reimbursement is up to or maximum of RM250

****Note:**

- Rates may vary subject to the customer's risk level/profile & recommendation from the sales team.
- The proposal is only applicable to the above-selected participating loan products.

- *The Eligible Customer is also required to sign up for SMEEnterprise (Group Personal Accident) Plan 2, 3 or 4 or any SMElixir plan and pay the 1st year sign-up insurance premium from 1 January 2023 to 31 March 2024. The rebate is up to or a maximum of RM250 one-off insurance premium reimbursement per each Eligible Customer and subject to the policy approved by the allied insurance operator.*
6. This promotional rate is not applicable to other Enterprise Banking special pricing promotions.
 7. The loan application of Eligible Customer must be approved and accepted between 1 January 2023 – 31 December 2023 (both dates inclusive) and the loan drawdown must take place on or before 31 March 2024.
 8. The rebate on insurance premium reimbursement shall be paid within three (3) months of the loan facility drawdown ('Period of Payment') provided that the first year premium is paid through the current account maintained with the Bank. For the avoidance of doubt, the Period of Payment may be revised by the Bank as and when required.
 9. Notwithstanding the Campaign Period, the Campaign fulfillment is on a first come, first served basis. Once the budget allocated been exhausted, the Campaign will be ceased accordingly.
 10. In the event of conflict, this T&C should prevail over the contents of any other promotional materials advertising this Campaign, only insofar as they are relevant and applicable to the Campaign.
 11. Result would be disqualified if found to be invalid, cancelled, unreported, mis-sold and non-compliance of the Bank's policies or regulations or laws.
 12. The Bank's decisions on all matters related to the Campaign and the rewards shall be final, conclusive and binding on all Eligible Customer. No further correspondence and/or appeal to dispute the same will be entertained.
 13. The Bank reserves the right to cease the Campaign for valid reasons even if it is before the Campaign end date with prior notice. Any extensions thereafter will be decided by the Bank.
 14. The Bank reserves the right to substitute the rewards with other item(s) of equivalent value by giving prior notice. All rewards are non-transferable, refundable nor exchangeable for cash or credit at any kind.

General Terms

1. The Generic Terms and Conditions applicable for all Deposit Accounts/Products/Services ("Generic Terms and Conditions") shall at all-time be applicable. The Generic Terms and Conditions are available at www.AffinAlways.com. In the event of any inconsistencies or discrepancies between the Generic Terms and Conditions and this T&C, this T&C shall prevail only insofar as they are relevant and applicable to this Campaign.
2. The Bank reserves the rights, to amend, delete and/or add to any terms of this T&C stipulated herein from time to time and any changes will be announced by giving twenty-one (21) days prior notice to Eligible Customer. The Eligible Customer agrees that their continued participation in the Campaign shall constitute their acceptance of this T&C. The Eligible Customer may request a copy of this T&C from their respective Bank's representative for any updates, changes or variation to this T&C. The Eligible Customers agree to access the Bank's website at a regular time intervals to view this T&C and ensure to be kept up-to-date on any change or variation made to the T&C.
3. For the avoidance of doubt, any cancellation, termination, suspension or extension of the Campaign Period shall not entitle the Eligible Customer to any claims for losses suffered against the Bank unless it is proven that the Bank is directly responsible for such claims or losses. The Eligible Customers join the Campaign at her/their own risk. The Bank also shall not be responsible and/or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by Eligible Customers resulting directly or indirectly from the Eligible Customer's participation in the Campaign or otherwise unless such loss, damage or injury

is caused by the Bank's fault, negligence or misconduct. The Bank reserves the right to cancel, terminate, suspend, end or extend the Campaign Period, with twenty-one (21) calendar days prior notice via its website.

4. The Bank shall not be responsible and/or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by the Eligible Customer resulting directly or indirectly from the Eligible Customers' participation in the Campaign or otherwise unless such loss, damage or injury is caused by the Bank's fault, negligence or willful misconduct. Furthermore, the Bank shall not be liable for any default of its obligation under the Campaign due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Bank.
5. In the event photographs are taken pursuant to the Campaign, such photographs may be used for internal or external publication.
6. Please refer to our Group Privacy Notice available by walk-in at any AFFIN BANK / AFFIN ISLAMIC offices or branches or via our website at www.AffinAlways.com.
7. The Eligible Customer hereby confirms that he/she has read, understood and agreed to be bound by the Group Privacy Notice of the Bank which is available at the Bank branches or on the Bank's website at www.AffinAlways.com. Unless the Eligible Customer expressly opt-out by contacting any of the Bank branches, the Bank shall be at liberty to market the Bank's products or that of its associate/sister companies to the Eligible Customer. For avoidance of doubt, the Eligible Customer agrees that the said Group Privacy Notice shall be deemed to be incorporated by reference into this Terms and Conditions.
8. The Eligible Customer is reminded to read and understand the terms and conditions of this T&C. If there are any T&C that the Eligible Customer does not understand, the Eligible Customer is advised to seek independent advice and/or discuss further with the Bank's representative.
9. The Bahasa Malaysia version of this T&C is also available on the Bank's website at www.AffinAlways.com. If there is any inconsistency, conflict(s), ambiguity(ies) or discrepancy(ies) between the Bahasa Malaysia and English version of this T&C, the English version will prevail. Notwithstanding the aforementioned where request is made by the Eligible Customer and it is noted and acknowledged by the Bank in its records that the Bahasa Malaysia version of this T&C shall govern the operation of this Campaign, then the Bahasa Malaysia version of this T&C shall prevail.
10. The T&C shall be governed by the Laws of Malaysia and parties are subject to the exclusive jurisdiction of the Courts of Malaysia.

For any assistance and feedback related to this Campaign, Eligible Customer may contact and email the Bank at smecare@affingroup.com