

MOBILE PREPAID RELOADS THROUGH PUBLIC BANK

Terms and Conditions ("these Terms and Conditions")

1. Campaign Period

This Public Bank Berhad (Company No.: 6463-H) ("Public Bank") & Maxis Mobile Services Sdn Bhd. (Company No. 73315-V) ("Maxis") Mobile Prepaid Reload - Top Up & Win with Hotlink ("the Campaign") will run from the period starting 15th May till 15th August 2009 (both dates inclusive) ("the Campaign Period").

2. Eligibility

Subject to clause 3 hereunder, this Campaign is only open to all Public Bank account holders who reloads any Hotlink mobile prepaid number by using the top up service via ATM, SMS and Internet banking on www.pbepbank.com.my ("The Website") (open to existing and new users) during the Campaign Period ("the Participant(s)");

3. Persons not eligible to participate in the Campaign

- i. Staff and representatives of Public Bank, Maxis and/or any agents (including advertising or promotion agencies) of Public Bank shall not be eligible to participate in the Campaign.
- ii. Account Holder(s) of Public Bank who is (are) in default of facilities granted by Public Bank at any time during the Campaign Period, subject to Public Bank's discretion.

4. The Campaign

The Campaign is based on Collective usage :-

- i. To be eligible, Participants must collectively reload their Hotlink Mobile Prepaid number(s) via Public Bank.
- ii. Participants with the highest reloads (collectively) in amount will be selected either for the daily and/or monthly prize.
- iii. Each Participant can win a maximum of one daily prize and one monthly prize throughout the Campaign Period.
- iv. In the event of a tie-breaker (for both daily winners and monthly winners), winners will be selected by the total number of transactions made, followed by the earliest transaction (measured by time and date).

5. Prizes

- i. Daily Prize - FREE RM50 Hotlink Airtime (This will be credited into the Hotlink prepaid account that received the reload transacted).
- ii. Monthly Prize - RM5,000 Fixed Deposit for placement of 3 months.
(Daily Prizes and Monthly Prizes shall collectively be referred to as "Prizes").

- iii. In the event that prizes are awarded to a person who:-
 - a. is not eligible to be a Participant in the Campaign; or
 - b. has committed or is suspected of committing any fraudulent or wrongful acts in relation to their Hotlink account and/or services and/or use of Public Bank transactions and/or any transactions made in relation thereto;

Public Bank and Maxis reserves the right, at their absolute discretion, to disqualify such person(s) from participating in the Campaign and/or from receiving any gifts offered. Each winner may only win once for Daily and/or monthly prize throughout the entire Campaign.

6. Fulfillment of Prizes

The list of Participants who are entitled for the prizes will be finalized and notified:

i. Daily Prizes

- a. FREE RM50 Hotlink Airtime will be fulfilled within 7 working days upon notification. Winners will be notified via SMS/call and names of the winners will be published in Public Bank's website.
- b. Fulfillment of RM50 Hotlink Airtime will be done by Maxis.

ii. Monthly Prizes

- a. Monthly Winners will be notified by the Bank at the end of the Campaign via SMS/call and names of the winners will be published in Public Bank's website.
- b. Chosen winners will need to open the FD placement within 4 weeks upon notification.

iii. For the purpose of this Campaign and distribution of monthly prizes, the Campaign Period shall be divided into 3 months:

- a. Month 1 - 15th May -14th June 2009
- b. Month 2 - 15th June - 14th July 2009
- c. Month 3 - 15th July - 15th August 2009

iv. The following terms and conditions shall apply to the Prizes:

- a. the Prizes are provided on an "As Is" basis;
- b. For any queries or assistance relating to the Campaign or for general information on the Prizes, winners may contact Public Bank's Customer Support at 03-21795000

7. Disclosure

By participating in this Campaign, the Participants hereby expressly agree to be bound by these Terms and Conditions, the decisions of Public Bank and Maxis, and the Participants hereby give their consent to and authorize Public Bank and/or Maxis to disclose their particulars to the third party service providers engaged by Public Bank and/or Maxis for the purposes of the Campaign (should there be any). Public Bank and Maxis warrants that the disclosure of such particulars to any third party service providers shall be limited to the Participant's name, address and telephone number and shall be used only in relation to and for purposes of the Campaign.

8. Disclaimer

To the fullest extent permitted by law, in no event will Public Bank, Maxis or any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that Public Bank and Maxis may engage for purposes of the Campaign), be liable for any loss or damages (including without limitation loss of income, profits or goodwill, 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 (i) the Campaign; and/or (ii) any payments effected by the Participants via Public Bank, even if Public Bank and Maxis has been advised of the possibility of such damages in advance, and all such damages are expressly excluded. Furthermore, Public Bank and Maxis shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Public Bank.

9. Miscellaneous

- i. Public Bank and Maxis reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions from time to time without prior notice. These Terms and Conditions may be modified, added to, deleted or varied by Public Bank and Maxis by way of posting on the said amended Terms and Conditions on Public Bank's and Maxis' website, or in any other manner deemed suitable by Public Bank and Maxis. The Participants agree to access the Public Bank website and Maxis website at regular intervals of time to view these Terms and Conditions and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions. The Participants agree that continued participation in the Campaign shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).
- ii. Public Bank and Maxis reserves the right to alter dates of the Campaign, cancel, terminate or suspend the Campaign with or without any prior notice. For the avoidance of doubt, dates alteration, cancellation, termination or suspension by Public Bank and Maxis of the Campaign shall not entitle the Participants to any claim or compensation against Public Bank and Maxis for any and all loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of cancellation, termination or suspension.
- iii. These Terms and Conditions as printed on Public Bank's and Maxis' websites prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Campaign.

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