

ASIA PACIFIC INVESTMENT BANK GOLD MEMBERSHIP CONTEST

TERMS AND CONDITIONS

The Gold Membership Contest (“**Contest**”) is organised by Asia Pacific Investment Bank Ltd. (Registration No. LL11654), a licensed Labuan Investment Bank under the Labuan Financial Services and Securities Act 2010 and incorporated under the Labuan Companies Act 1990 (hereinafter referred to as “**APIB**”). The following terms and conditions shall apply to the Contest and all participating Gold and Premier Members (Premier Members by invitation only) will be deemed to have read, understood and agreed to be bound by these terms and conditions and any subsequent additions, deletions, amendments and/or modifications thereof.

In this Contest, except where the context otherwise requires or unless otherwise defined herein, all terms and references which are defined or construed in Asia Pacific Investment Bank Gold Membership Program Terms and Conditions shall have the same meanings and construction when used or referred to herein.

1.0 **Contest Period**

- 1.1 This Contest commences from 1 January 2022 – 30 December 2022 (“**Contest Period**”).
- 1.2 APIB reserves the right to vary or amend the duration of the Contest Period or suspend, cancel or terminate this Contest without prior notice and without compensation.

2.0 **Types of Contest**

- 2.1 Periodic contests are being conducted on a monthly basis and quarterly basis.
- 2.2 Contest for the grand prize will be conducted once at year-end.

3.0 **Eligibility**

- 3.1 This Contest is open to all eligible Gold and Premier Members only (Premier Members by invitation only) under the APIB Gold Membership.
- 3.2 Eligibility of each Gold and Premier Member depends on the type of contest being conducted and the duration of their Membership. Please see the table below.

Type of Contest	Duration
Monthly (See *Note below)	The Gold and Premier Member (Premier Member by invitation only) maintains its Membership one (1) working day prior to the monthly winner selection date.
Quarterly (See *Note below)	One (1) working day prior to the quarterly winner selection date, the Gold and Premier Member (Premier Member by invitation only) maintains its Membership exceeding three (3) months.
Year-End (See *Note below)	One (1) working day prior to the year-end grand prize winner selection date, the Gold and Premier Member (Premier Member by invitation only) maintains its Membership exceeding six (6) months.

*Note: Eligible Gold and Premier Member (Premier Member by invitation only) who meets the above criteria (“**Eligible Member**”) is entitled to earn one (1) entry for every 1,000 Gold Points. Additional entries may be allocated to Eligible Member during other marketing campaigns organised by APIB from time to time.

3.3 All Eligible Members are automatically selected to participate in this Contest.

3.4 Any Eligible Member who is in breach of the terms and conditions herein or under the APIB Gold Membership or whose Membership Account is suspended, closed, cancelled or terminated for any reason whatsoever during the Contest Period or prior to receiving the prize(s) will be disqualified from receiving any prize.

3.5 APIB reserves the right to demand for the return of the prize or payment of its value if it is later discovered that the prize had been awarded to an ineligible or disqualified Eligible Member.

4.0 **Prizes**

4.1 Prizes featured on APIB’s website or in any printed material or social media platform are for illustration purposes only.

4.2 APIB shall be entitled at any time to substitute, revoke, add or change any prize without prior notice to the participating Eligible Members at its sole and absolute discretion.

4.3 APIB makes no representation, warranty, guarantee or undertaking whatsoever as to any implied terms and conditions with respect to any of the prizes, including

without limitation, to its quality, merchantability or fitness for a particular purpose and APIB will not entertain any correspondence, claim, query, dispute or appeal in this regard. The prizes shall be accepted by the winners on an “as is” basis and no replacement shall be provided.

- 4.4 All prizes are non-exchangeable, non-transferable and not redeemable for cash or any such other kind whether in full or in part.

5.0 **Winner(s) Selection Dates**

- 5.1 The monthly contest will be held on the last business day of the calendar month during the Contest Period.
- 5.2 The quarterly contest will be held on the last business day of March, June, September and December during the Contest Period.
- 5.3 The year end contest may be held on the last business day of December during the Contest Period.
- 5.4 Any changes to the dates above will be announced via APIB’s website at www.apdib.com and/or any social media platform.

6.0 **Winners**

- 6.1 Winners of the Contest are selected by APIB. Irrespective of the number of entries earned, each selected winner is only entitled to ONE (1) prize in any one contest.
- 6.2 Each winner will be contacted via telephone (maximum 3 attempts) and/or electronic mail within ten (10) days after the winner(s) selection date based on the contact details maintained with APIB. All winners are solely responsible to ensure that their contact details provided to APIB are complete, accurate and updated. APIB shall not be responsible if any of the telephone call or electronic mail is, as the case may be, incomplete, unanswered, disconnected, unreachable, undelivered or not seen/read for any reason whatsoever. The list of winners may also be announced through APIB’s website and/or any social media platform.

7.0 **Prize Collection**

- 7.1 Winners are to collect their prizes at the marketing office of APIB at Suite 07-01, 7th Floor, Menara Keck Seng, No. 203, Jalan Bukit Bintang, 55100 Kuala Lumpur or such other places as may be determined by APIB, at their own costs and expenses within thirty (30) days after the announcements were made or such other time limit as may be specified by APIB. However, winners may also be required

to attend a prize presentation ceremony and/or other related programmes at their own costs and expenses as and when required and notified by APIB.

- 7.2 Any uncollected prize after the time limit specified by APIB will be forfeited automatically unless such winner has contacted APIB and made other arrangement to collect the prize or has renounced the right to claim for the prize.

8.0 **Exclusion of Liability**

- 8.1 Neither APIB nor its directors, shareholders, employees and representatives shall be liable or responsible for any loss or damage of any kind including any loss of income, opportunity, profit, goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages or any death or personal injury suffered or incurred whatsoever or howsoever caused to any party including the participating members regardless of which category (“**Members**”) or any third party arising out of or in connection with this Contest including without limitation to the acceptance, forfeiture, defect, possession, use or misuse of the prizes to the fullest extent permissible by law.

- 8.2 All participating Members hereby agree to waive, release and hold APIB, its directors, shareholders, employees and representatives harmless from and against any or all actions, proceedings, claims, demands, liabilities, obligations, losses, damages, costs, expenses and injuries which they or any party claiming through them hereafter may have whether directly or indirectly as a result of them participating this Contest and/or accepting the prizes.

- 8.3 APIB shall not be liable if APIB is unable to perform in full or in part any of its obligations herein due to any one of the following events:-
- (i) failure or disruption to electricity, water or fuel;
 - (ii) failure, disruption or delay of any mechanical or electronic device, network, communication, system or transmission line;
 - (iii) any force majeure events including but not limited to fire, flood, typhoon, hurricane, storm, lightning, tempest, earthquake, act of God, accident, riot, civil commotion, industrial disturbance, war, strike, sabotage, explosion, restriction in travel, lock down or quarantine imposed by governmental authority as a result of an epidemic, pandemic or outbreak of disease or other such contingencies beyond the reasonable control of APIB; and/or
 - (iv) such other circumstances not provided herein which are beyond APIB’s control.

9.0 **Personal Data and Information**

- 9.1 For the purposes of this Contest, APIB shall have the right to collect, receive, store, use and process any of the participating Member’s personal data and information

including, without limitation to text, graphic, photo, information, content, video, audio, logo, etc.

9.2 By participating and/or accepting any prize under this Contest, the participating Members and/or winners hereby expressly consent to and authorise APIB to use, process, disclose and publish their personal data and information for free without further notice including their names, identity card/passport numbers, photographs and/or video footages on APIB's website and/or any social media platform and/or use, process and disclose such other information as APIB may, in its absolute discretion, consider necessary to any persons, bodies or entities and in any mode and manner as APIB deems appropriate and without compensation for publicity, promotional, marketing, commercial and/or other related purposes within Malaysia or overseas. All participating Members shall, if required by APIB, extend their cooperation to achieve APIB's desired results.

9.3 All Members are required to contact APIB immediately if they wish to withdraw their consent and/or participation under this Contest.

10.0 **Miscellaneous**

10.1 All decisions made by APIB relating to this Contest is final, conclusive and binding on all participating Members and any correspondence, claim, query, dispute or appeal in respect thereof will not be entertained.

10.2 Unless otherwise stated, all winners shall bear all personal costs, taxes, duties, incidental costs, and/or other charges, fees or expenses relating to this Contest and the prizes.

10.3 All rights and obligations of the participating Members under this Contest are not assignable or transferable. However, APIB may at its sole discretion, assign or transfer all or any part of its rights to any third party.

10.4 The terms and conditions herein constitute the entire agreement between the parties hereto with respect to this Contest and supersede all prior oral or written negotiation, understanding or arrangement in relation to the subject matter hereof.

10.5 The terms and conditions herein may be written in other languages. All versions will be deemed authentic. But for legal purposes, the text in English is to be given priority of interpretation. In the event of conflict between the versions, the English version shall prevail.

11.0 **Severability**

11.1 Each of the terms and conditions herein is severable from the others and if at any time, any provision is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions shall in no way be affected and shall remain valid and enforceable to the fullest extent permissible by law.

12.0 **Governing Law and Jurisdiction**

12.1 The terms and conditions stipulated herein shall be governed by, construed and enforced in accordance with Malaysian laws and all participating Members hereby agree to submit to the exclusive jurisdiction of the Courts of Malaysia.