



## Terms and Conditions 'Raya Bergaya ("RB") Campaign'

1. The following Terms and Conditions shall apply to **RB Campaign** (hereinafter referred to as "**Campaign**").
2. This Campaign is organised by **RCE Marketing Sdn Bhd (Registration No. 198101011880 (78009-K))** (hereinafter referred to as "**RCE**") the sole financier for the provision of Shariah-compliant financing for **Yayasan Dewan Perniagaan Melayu Perlis Berhad (hereinafter referred to as "YYP")**.
3. This Campaign commences on 1 March 2024 and ends on 30 June 2024, both dates inclusive, unless mentioned otherwise (hereinafter referred to as "**Campaign Period**"). RCE/YYP reserves the right to end the Campaign earlier or later than the Campaign Period without any prior notice.
4. **Eligibility**
  - 4.1 This Campaign comprises of **Guaranteed Gift** and **Gift for NEW Customer** who meet all of the following criteria (hereinafter referred to as "**Eligible Customers**"):
    - a. **Guaranteed Gift:**
      - New or existing customers who submit new financing application via RCE's app, namely **ePanta\$ by RCE** within the Campaign Period (hereinafter referred to as "**New Financing Application**");
      - Approval of the New Financing Application with minimum disbursement financing amount of RM3,000.00;
      - For customers who make the New Financing Application with YYP, like and follow the Facebook page of YYP at PortalRasmiYYP and the Instagram page of YYP at PortalRasmiYYP and thereafter write a positive review on any of the Campaign posts on the Facebook page of YYP and/or leave a positive Google review for YYP within FIFTEEN (15) days from the date of disbursement of the financing.
    - b. **Gift for NEW Customer:**
      - Additional ONE (1) unit of gift will be given to Eligible Customer(s) who do not have any past or existing account(s) funded by RCE (hereinafter referred to as "**Eligible New Customer**").
  - 4.2 The Eligible Customer(s) will be placed to participate in this Campaign automatically if he/she fulfils the eligibility requirements stated in clause 4.1. The Eligible Customer(s) is not required to sign up or fill up any application form to participate in this Campaign.

#### 4. Eligibility (Cont'd)

- 4.3 RCE/YYP reserves the right to decline any customers' eligibility for the Campaign for any reason whatsoever as RCE/YYP may, in its sole and absolute discretion, deem fit and the customer shall have no recourse whatsoever against RCE and YYP (including its respective affiliated and related companies and their respective directors, officers, employees or agents).
- 4.4 Without limiting the foregoing, the following customers are excluded from the scope of Eligible Customer(s) and are not eligible to participate in this Campaign:
- Customers who have committed or are suspected of committing any fraudulent or wrongful acts in relation to any of the financing facilities granted by RCE/YYP, identified based on the sole judgement of RCE/YYP; and
  - Persons who are or have become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

#### 5. Campaign Mechanics

- 5.1 The Eligible Customer(s) who meet the criteria in clause 4.1.a above during the Campaign Period will be offered Guaranteed Gift, while additional Gift will be offered to the Eligible New Customer who meet the criteria in clause 4.1.b above (hereinafter Guaranteed Gift and the Gift for the Eligible New Customer are collectively referred to as "**Campaign Gift**").
- 5.2 Each Eligible Customer is eligible for only ONE (1) Guaranteed Gift and/or Gift for NEW Customer regardless of the number of disbursed financings throughout the Campaign Period and subject to Terms and Conditions.
- 5.3 The Campaign Gift breakdown are as follows:

**a. Guaranteed Gift**

Each Eligible Customer will receive ONE (1) Guaranteed Gift with minimum financing amount of RM3,000 disbursed as per the specified tier below:

Disbursed Amount	Reward/ Prizes
RM3,000 – RM14,999	TNG e-Voucher RM100
RM15,000 – RM49,999	1 gram gold
RM50,000 and above	3 grams gold

**b. Gift for NEW Customer**

Additional TNG e-Voucher worth RM100 will be given to Eligible New Customer.

## 6. Terms and Conditions

- 6.1 By participating in this Campaign, the Eligible Customer(s) agree to be legally bound by the Terms and Conditions herein and the decisions of the organiser, RCE.
- 6.2 The record of transactions conducted by RCE/YYP in respect of the financing amount undertaken by Eligible Customer(s), the final list of Eligible Customer(s) selected shall be final and conclusive.
- 6.3 Picture(s) of the Campaign Gift published in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are solely for illustration purposes only. RCE/YYP reserves the absolute right to replace the Campaign Gift with any gifts of equivalent value.
- 6.4 It is the responsibility of the Eligible Customer(s) to ensure that the contact details provided to RCE/YYP are current and updated. RCE/YYP shall not be responsible for any loss (including loss of opportunity and consequences of such actions) suffered in the event the contact details of the Eligible Customer(s) in RCE/YYP's records are not current or updated.
- 6.5 RCE/YYP reserves the right to forfeit the Campaign Gift for the Eligible Customer(s) who may be uncontactable, ineligible or disqualified for any reason whatsoever throughout the Campaign Period.
- 6.6 RCE/YYP reserves the right to publish and display the names, photograph and/or audio video of the Eligible Customer(s) in any mass media or marketing materials for advertising and publicity purposes (hereinafter referred to as "**Publication**") without prior notice to the Eligible Customer of which the Eligible Customer shall not be entitled to claim any ownership and/or other forms of compensation for such Publication. By participating in this Campaign, the Eligible Customer(s) hereby consent and agree to the use and Publication of his/her name, photograph and/or audio video as detailed in this section. RCE and YYP (including its respective affiliated and related companies and their respective directors, officers, employees or agents) shall not be held responsible and/or answerable for any damages, losses or whatsoever liabilities arise from the Publication.
- 6.7 Campaign Gift are not transferable or exchangeable for cash, in part or in full. RCE/YYP reserves the absolute right to substitute any of the Campaign Gift with that of similar value with no prior notice and RCE/YYP reserves the absolute right to forfeit the Campaign Gift if the Eligible Customer(s) was found to not comply with any of the Terms and Conditions herein.

## 6. Terms and Conditions (Cont'd)

- 6.8 Any cost associated to the ownership of the Campaign Gift and cost of expenses (if any) regarding the collection of Campaign Gift offered to the Eligible Customer(s) shall be borne by the Eligible Customer(s) at their own cost.
- 6.9 For any dispute in relation to the validity of the Campaign Gift or any Terms and Conditions in respect thereof, the Eligible Customer(s) shall deal directly with the authorised merchant who will be identified to the Eligible Customer(s) upon redemption of the Campaign Gift. RCE/YYP shall not be held responsible or liable for the validity of the Campaign Gift, or any terms and conditions imposed by the respective authorised merchant.
- 6.10 The Campaign Gift, when accepted by the Eligible Customer, shall be entirely at the risk of Eligible Customer. RCE/ YYP shall not be liable for any risk, loss or damage to the Campaign Gift upon handover of the Campaign Gift to the Eligible Customer. Neither shall RCE/YYP be liable for or obligated to replace any defective, lost, damage or stolen Campaign Gift.
- 6.11 The Campaign Gift is provided on an “as is” basis without any representations or warranties of any kind. RCE/YYP disclaims and excludes all warranties relating to or in connection with the Campaign Gift including warranties of merchantability and fitness for a particular purpose.
- 6.12 The decision on all matters relating to this Campaign shall be final, conclusive and binding. RCE/YYP shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning this Campaign. No appeal shall be entertained.
- 6.13 To the extent permissible by applicable laws, RCE/YYP reserves the right at its sole and absolute discretion to alter, withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part, or to vary, delete or add any of the Terms and Conditions herein at any time or from time to time without prior notice or reference to the Eligible Customer(s). RCE/YYP also has the absolute right to interpret and determine the Terms and Conditions herein contained.
- 6.14 The Eligible Customer(s) will be announced either in writing, email, SMS, phone call, or website at [www.yyp.com.my](http://www.yyp.com.my) and official Facebook page of YYP (PortalRasmiYYP) within sixty (60) working days after the Campaign Period. The Campaign Gift will be given within sixty (60) working days after the announced period or at any time deemed appropriate by RCE to determine the Eligible Customer(s).
- 6.15 In the event of conflict between the English and Bahasa Malaysia version on the Terms and Conditions herein, the English version shall prevail.



## **6. Terms and Conditions (Cont'd)**

6.16 By participating in this Campaign, the Eligible Customer(s) hereby agree and consent to allow his/her personal data being collected, processed and used by RCE in accordance with Privacy Notice, which may be viewed on [www.yyp.com.my](http://www.yyp.com.my).

6.17 The Terms and Conditions herein are governed by the laws of Malaysia, and the Eligible Customer(s) shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.

**1 MARCH 2024**

**END**