

Chinese New Year 2014 Promotion – Terms and Conditions

1. Affin Bank Berhad Chinese New Year 2014 Promotion will run from 1st December 2013 to 30th April 2014.
2. Eligible customers will enjoy promotional interest rates of up to 4.18%p.a. in any of the eligible fixed deposit accounts which satisfy the conditions set out below.

ELIGIBILITY

3. To participate:
 - a. New customers must open a Current/Savings Account (CASA) and deposit a minimum of RM 1,000 in the account
 - b. Existing customers must top-up a minimum of RM 1,000 in their CASA
4. This campaign is open to all new and existing Affin Bank individual customers (“Eligible Participant”) who maintain or open any of the following accounts during the campaign period:-
 - a. Basic Savings
 - b. Ordinary Savings (Passbook based)
 - c. Statement Savings
 - d. Affin Plus
 - e. Affin Gold (both Passbook and Statement Based)
 - f. Normal FD
5. Eligible customers who deposit the stipulated amount in CASA will be able to enjoy promotional Fixed Deposit rates as follow:

CASA Placement Amount (RM)	Fixed Deposit Placement	Fixed Deposit Tenure	Fixed Deposit Promotional Interest Rate (p.a.)
1,000-5,000	2 times of CASA placement amount	15 months	3.88%
10,000-50,000	2.5 times of CASA placement amount	18 months	3.98%
100,000-500,000	3 times of CASA placement amount	24 months	4.18%

6. The amount deposit into CASA must be earmarked/hold for the same time period as the Fixed Deposit tenure, if not customer will not be eligible for fixed deposit promotional interest rates.
7. The CASA account name must be the same name as the FD.

8. The maximum FD placement is capped at RM 1,500,000 for each customer at customer level.
9. FD interest shall be credited into the customer's nominated CASA upon maturity.
10. The sources of funds that are placed under this Campaign shall not be sourced from another existing Conventional or Islamic Deposit Account with AFFINBANK or AFFIN ISLAMIC respectively; otherwise the eligible customer will be disqualified from the promotional interest rates.
11. Payment of interest on premature withdrawal shall be subject to the Association of Banks in Malaysia (ABM) rules and based on normal board rate at the time of withdrawal.
12. Partial withdrawal of the FD is not allowed.
13. Generic terms & conditions applicable for all deposit accounts/products/services shall at all times be applicable.

Prizes

14. The prizes to be given away under this campaign are a total of 1,000 'fortune horses'.
15. To stand a chance to win the prizes, customer is subject to the criteria stated in clauses 3, 4, and 5. A total of 1,000 winners will be selected via a lucky draw process. The prizes will be given out within six to eight weeks from the end of the Campaign (30th April 2014)
16. The winners must be active within AFFIN BANK's definition at the time when the winners are identified otherwise the said winners will be disqualified.
17. The winners' CASA and FD balances must still be intact as stated in clause 5 when the winners are announced.
18. The maximum number of prizes the Customer is entitled to win under this Campaign is one (1) prize.

GENERAL

19. All winners will be notified by telephone and/or mail.
20. Customers hereby give their consent to and authorize AFFIN BANK to use the names, photographs taken and any other information of the winners and/or representatives for the current and future advertising and promotions purposes, or to be featured in any publicity materials related to the Promotion without compensation.
21. In no event will AFFIN BANK be liable for any loss or damages (including without limitation to), loss of income, profits, goodwill, direct or 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 this Promotion prize. Even if AFFIN BANK has been advised of the possibility of such damages in advance, all such damages are expressly excluded.
22. AFFINBANK reserves the right, upon giving reasonable notice, to extend, cancel, terminate or suspend this Campaign. For the avoidance of doubt, extension, cancellation, termination or suspension by AFFINBANK of this Campaign shall not entitle the Eligible Participant to any claim or compensation against AFFINBANK for any and/or

all losses or damage suffered or incurred by the Eligible Participant as a direct or indirect result of the act of extension, cancellation, termination or suspension.

23. AFFINBANK reserves the right, upon giving reasonable notice, to amend, delete and/or add to any of these terms and conditions. The Eligible Participant agrees that continued participation in the Campaign shall constitute their acceptance of these terms and conditions (as modified and varied from time to time)". The Eligible Participant agree to access the website at regular time intervals to view the terms and conditions and ensure to be kept up-to-date on any change or variation to the terms and conditions.
24. These "Terms and Conditions", including any amendments, deletions or additions, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
25. In the event of any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and the English version of these "Terms and Conditions", the English version of these "Terms and Conditions" shall prevail. Notwithstanding the aforementioned where request is made by the participant for the Bahasa Malaysia version of the "Terms and Conditions" herein, AFFIN BANK shall provide the same to the participant and if the agreement is entered into on this basis, then the Bahasa Malaysia version of the "Terms and Conditions" shall prevail.
26. By participating in this Promotion, Eligible Participant agreed to be bound by these "Terms and Conditions"
27. AFFIN BANK decision on all matters relating to this Promotion, including the decisions in determining the winners will be final and binding and no further correspondences, queries, appeals or attempts to dispute such decisions will be entertained.
28. All terms and conditions stipulated herein shall be governed by and construed in accordance with the laws of Malaysia.
29. This Promotion ends on 30 April 2014. Any extensions thereafter will be decided at the sole discretion of AFFIN BANK.

AFFIN BANK GROUP PRIVACY NOTICE

1. At AffinBank Group, we value your privacy and strive to protect your personal information in compliance with the laws of Malaysia.

AffinBank Group will only collect and use your personal information in accordance with such laws (including the Personal Data Protection Act 2010), this Privacy Notice and/or the privacy terms in any agreement(s) that you may have or will enter into with any AffinBank Group entity.

This Privacy Notice explains:

- What kind of personal information we collect and how we collect it

- How we use your personal information
- The parties that we disclose the personal information to
- The choices we offer, including how to access and update your personal information

For the purposes of this Privacy Notice, please note that:

- “AffinBank Group” refers to Affin Bank Berhad and Affin Islamic Berhad and all its direct and indirect subsidiaries.
- “Personal information” refers to any information which relates directly or indirectly to you and/or your transactions with us. This information includes your name, address, occupation, contact details, the details of your account(s), the type of products and/or services subscribed to and such other necessary information regarding yourself and your transaction(s) with us. For the avoidance of doubt, please note that this Privacy Notice is applicable only if you are an individual.

2. What Kind Of Personal Information We Collect And How We Collect It:

In order to enable us to deal with your inquiries, open and operate an account/facility for you and/or to generally provide you with our products and services, we may need to and/or may be required to collect, use, disclose and store (i.e. “process”) personal information and financial information about you, including but not limited to personal information:

- to establish your personal identification and background;
- to establish your financial standing and creditworthiness (where required); and/or
- that you provide when you apply for any of our products and services.

We may obtain this information from yourself and from a variety of sources, including but not limited to:

- through your relationship with us, for example information provided by you in application forms, when using our products or services, when taking part in customer surveys, competitions and promotions, and during financial reviews;
- through your verbal and written communications with us and/or our authorised agents;
- from third parties connected with you, such as employers, joint account holders, guarantors, subject to your prior consent;
- from an analysis of the way you use and manage your account(s)/facility(ies) with us, from the transactions you make and from the payments which are made to/from your account(s)/facility(ies); and/or
- from such other sources in respect of which you have given your consent to disclose information relating to you and/or where otherwise lawfully permitted.

3. How We Use Your Personal Information

We may use your personal information for one or more of the following purposes:

- to assess your application(s) for our products and services;
- to verify your financial standing through credit reference checks;
- to manage and maintain your account(s) and facility(ies) with us;
- to manage our business and your relationship with us;
- to better understand your current and future investment needs and your financial situation;
- to provide you with information on our and 3rd party products, services and offers which may be of interest to you;
- to improve our products and services and to develop new products and services;
- to notify you about benefits and changes to the features of products and services;
- to administer offers, competitions and promotions;
- to respond to your enquiries and complaints;
- to update, consolidate and improve the accuracy of our records;

- to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- to conduct research for analytical purposes including but not limited to data mining and analysis of your transactions with us;
- to meet the disclosure requirements of any law binding on AffinBank Group;
- for audit, compliance and risk management purposes;
- to assess financial and insurance risks;
- to transfer our rights and duties under any agreement(s) with you;
- to protect or enforce our rights to recover any debt owing to us;
- to conduct anti-money laundering checks;
- for crime detection, prevention and prosecution; and/or
- for any other purpose that is required or permitted by any law, regulations and/or guidelines.

4. Disclosure Of Your Personal Information

As a part of providing you with our products and services and the management and/or operation of the same, we may disclose your personal information (to the extent necessary) to the following third parties:

- companies and/or organisations that act as our agents and/or professional advisers;
- companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions that you have requested;
- companies and/or organisations that assist us in providing value added services that you have requested;
- your advisers (including but not limited to accountants, valuers, adjustors, auditors, lawyers, financial advisers or other professional advisers) where authorised by you;
- any person notified by you as authorised to give instructions or to use the account(s)/facility(ies) or products or services on your behalf; and/or
- any third party as a result of any restructuring of facilities granted to you or the sale of debts, or the acquisition or sale of any company by Affin Bank Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us,

subject at all time to any laws (including regulations, guidelines and/or obligations) applicable to the AffinBank Group (whether in or outside Malaysia).

5. When Do We Disclose

We will otherwise treat your personal information as private and confidential and will not disclose your information to anyone outside the AffinBank Group except:

- a. where you have given permission;
- b. where we are required or permitted to do so by law;
- c. where required or authorised by any order of court;
- d. where we may transfer rights and obligations under this agreement; and/or
- e. where we are required to meet our obligations to any relevant regulatory authority.

6. What If Personal Information Provided By You Is Incomplete?

Where indicated, it is obligatory to provide your personal information to us to enable us to process your application for our products or services. Should you decline to provide such obligatory personal information, we may not be able to process your application/request or provide you with our products or services.

7. Your Rights To Access And Correct Your Personal Information

We can assist you to access and correct your personal information provided to us.

8. Accessing Your Personal Information

- You may have access to your personal information in Affin Bank Group's possession by making a request via the access request form available on our website or any of our branches, subject to payment of the relevant processing fee (if applicable). We will use reasonable efforts to provide you with a copy of the requested personal information within 21 days of receiving your duly completed Access Request Form and the processing fee.
- Please note that AffinBank Group may have to withhold access to your personal information in certain situations, for example when we are unable to confirm your identity or where information requested for is of a confidential commercial nature or in the event we receive repeated requests for the same information. Nevertheless, we will notify you of the reasons for not being able to accede to your request.

9. **Correcting / Updating Your Personal Information**

- Where your data access request is successful and you are of the opinion that such personal information held by us is inaccurate, incomplete, misleading or where relevant, not up-to-date, you may make a request to correct such personal information.
- You can also assist us to keep your personal information (such as your current mailing address) up to date, as it will enable us to serve you better.
- In the event you wish to correct / update your personal information previously provided to us, please write in or notify us at the address provided below. We will use reasonable efforts to comply with your request to correct your personal information within 21 days of receiving your written request.
- Please note that AffinBank Group may use its discretion in allowing the correction / update requested or may require further documentary evidence of the new information to avoid fraud and inaccuracy.

10. **Exercising Your Choices In Respect Of The Disclosure And Use Of Your Personal Information**

Subject always to our contractual rights and obligations under relevant laws and regulations, you may exercise your choice in respect of the disclosure, retention and use

of your personal information. Should you wish to do so, kindly contact the Branch Manager, Relationship Manager, Customer Relationship or Customer Service Executive.

11. Enquiries Or Complaints

Should you have any query, concerns or complaints in relation to this Privacy Notice or how we handle your personal information, kindly contact any of the abovenamed persons.

12. Amendment

This notice may be amended by us at any time and from time to time to comply with regulatory requirements.