

TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) OF KFH MALAYSIA “ICM-UT” CAMPAIGN (“CAMPAIGN”)

1. CAMPAIGN PERIOD

This ICM-UT Campaign (“Campaign”) commences from **8 December 2016 until 7 March 2017** (“Campaign Period”), both dates inclusive.

2. ELIGIBILITY

- a) This Campaign is open to all existing and new customers of KFH Malaysia meeting the following criteria:-
- i. Individual customers 18 years and above who are Malaysian citizens, permanent residents and non-residents residing in Malaysia. (**“Individual Customers”**).
 - ii. Non-individual customers consisting of sole proprietors, partnerships, charitable / non-profitable organisations / societies, associations, corporate / commercial customers including small-medium enterprises (**“Non-Individual Customers”**); or
 - iii. Employees of the Kuwait Finance House Group (**“KFH Group”**), including its directors, permanent employees, contract employees and their immediate families (**“Employees”**); and
 - iv. Placement of deposit of a minimum RM5,000.00 in KFH International Commodity Murabahah-i (“ICM”) **AND** RM5,000.00 equivalent in value for Unit Trusts subscribed under any of the Equity Funds (collectively **“Wealth Products”**).

(Individual Customers, Non-Individual Customers and Employees are collectively referred to as the “Eligible Customers”)

- b) The followings category of customers shall not be entitled to participate in the Campaign:-
- i. Customers whose ICM account(s) is/are dormant or terminated during the Campaign Period;
 - ii. Customers whose ICM account(s) is/are delinquent, involved in fraudulent transactions, suspected under Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities related matters and any other breaches which warrant KFH Malaysia to take appropriate actions; or
 - iii. Customers who are bankrupt, insolvent, deceased, suffering from mental illness or of unsound mind or having legal action instituted against them.

3. ELIGIBLE PRODUCTS

- a) The Campaign shall only applicable to the following Wealth Products:-

Term Deposit Product	Wealth Products (Equity Funds Only)
KFH International Commodity Murabahah Deposit-i (“ICM”)	Am Precious Metals CIMB Dali Equity Growth (DALI 1) Kenanga Shariah Growth Fund

(collectively referred to as “Eligible Products”)

- b) KFH Junior International Commodity Murabahah Deposit-i and KFH Foreign Currency International Commodity Murabahah-i are **NOT** eligible for this Campaign.
- c) Terms and conditions for each Eligible Products shall be applicable.
- d) No pre-registration, SMS or entry form is required. Eligible Customers shall be automatically eligible to participate in this Campaign upon fulfilment of all conditions and requirements under this Campaign.

4. CONDITIONS OF THE CAMPAIGN

The Eligible Customers will be entitled to a gift as provided in Clause 5 hereof if the Eligible Customers place deposit in the ICM subject to the following conditions:-

- a) The Campaign offers payment of profits in advance which is upon completion of the commodity trading to the Eligible Customer;
- b) The deposit in the ICM must be as per account per placement basis and such deposit must be from fresh fund. Existing deposit in ICM shall not be counted. The minimum deposit amount per placement is RM5,000.00 only. The tenure per placement in the ICM shall be for three (3) months;
- c) The deposit in the ICM allowed for each Eligible Customer per placement must be equivalent to the total investment amount of Wealth Products. Eligible Customers may make several placements and each placement shall be subject to the minimum deposit and investment amount allowed herein. Kindly refer to the following illustration for better understanding.

Total Placement Amount	Term Deposit	Wealth Products
RM10,000.00 (minimum)	RM5,000.00	RM5,000.00

- d) In the event that any of the unit trust funds under the Wealth Products is cancelled during the Cooling-off Period for whatever reasons, the Eligible Customer shall not be eligible to receive the conditional gift. "Cooling-off Period" in this context is applicable to customers investing for the first time in the unit trust funds under the Wealth Products. Cooling-off Period shall be a period of six (6) days commencing from the date of receipt of the application for subscription of the unit trust by KFH Malaysia. Should the Eligible Customer cancel the investment in the unit trust during the Cooling-off Period, the investment amount in the unit trust and the service charge shall be refunded in full to the Eligible Customer;
- e) The deposit in ICM must be maintained for the entire tenure of three (3) months. Should there be premature withdrawal of the deposit or any part or parts thereof, the Eligible Customers shall not be entitled to the conditional gift;
- f) Upon maturity, the principal amount will be credited into Eligible Customers' KFH Savings or KFH Current Account-i and NO auto-renewal will be allowed;
- g) Eligible Customer shall NOT be entitled to any profit for any premature withdrawals made. Under such circumstances, the Eligible Customers hereby agree and

authorise KFH Malaysia to debit/deduct the sum of profit received by him/it earlier, in which the balance, if any, will then credited into the Eligible Customers' KFH Savings or KFH Current Account-i with KFH Malaysia; and

- h) This Campaign is valid for one (1) ICM tenure only. Renewal of the deposit in ICM shall not be eligible to receive the conditional gift as no new Wealth Products have been purchased.

5. PROMOTION PACKAGE

- a) Under the Campaign, the Eligible Customer during the Campaign Period will enjoy a conditional gift "Hibah Mu'allaqah" of a 1.94% on their Wealth Products investment. The granting of the conditional gift shall subject to the fulfilment of the conditions provided in Clause 4 hereof. For clarity, an illustration of the Campaign is as provided below:-

Amount invested in Wealth Products	ICM Deposit Amount (fresh funds only)	Total Tenure	Ratio of ICM placement amount: Investment in Wealth Products
Minimum RM5,000.00 for Unit Trust	At least the equivalent Wealth Products investment amount	3 months	1 : 1

Illustration:-

A Customer who invests RM10,000.00 in Unit Trust Fund during the Campaign Period will be eligible to place RM10,000.00 in a 3-month ICM at the prevailing board rate to obtain a 1.94% conditional gift on their Wealth Products investment. This will be credited into the Eligible Customer's account in advance which is upon completion of the commodity trading.

Should the Eligible Customers withdraw the ICM prematurely, he/she shall not be entitled to any profit on the ICM deposit placement and shall not be eligible for the conditional gift on his/her Wealth Products investment.

Upon fulfilment of the conditions provided in Clause 4 above, the Eligible Customers will receive a conditional gift on his/her investments in the Wealth Products subscribed.

To further illustrate, if the prevailing 3-month board rate is 3.10% per annum, the profit on the principal of RM10,000.00 based on the board rate for 3 months and on the assumption that there are 91 days in the ICM tenure, will be RM77.29 and the 1.94% conditional gift to be given on the Wealth Product investment of RM10,000.00 will be RM194.00.

Please refer to the illustration below:-

ICM Placement (RM)	Investment in Wealth Products (RM)	Number of days in ICM tenure	ICM Profit at prevailing board rate** (RM)	Gift on Wealth Products investment (RM)	Total Benefit to Customer (RM)
10,000.00	10,000.00	91	77.29	194.00	271.29

***The board rate of 3.10%p.a. as at 1st October 2016 is used for illustration purposes only. The prevailing board rate at the time of participation in the Campaign will apply.*

- b) KFH Malaysia reserves the right to change or vary the terms and condition of this Campaign and the conditional gift amount due any reason whatsoever including but not limited to the following:
- adverse market conditions resulting in it being no longer viable to KFH Malaysia's business and for KFH Malaysia to continue such Campaign or the conditional gift amount; or
 - change of market rate as announced by Bank Negara Malaysia from time to time or; or
 - any relevant governmental rules.

6. GENERAL RULES

- ICM is eligible for protection by PIDM.
- By participating in the Campaign, the Eligible Customer agrees to be bound by the Campaign Terms and Conditions and terms and conditions of the Eligible Products.
- The Campaign Terms and Conditions contained herein as well as any decisions made by KFH Malaysia relating to this Campaign shall be final and binding. No correspondence and/ or appeal on any dispute or matters pertaining to any decisions will be entertained.
- KFH Malaysia will take into consideration the status of the Eligible Customer's Account(s) without limitation such as non-violation of Campaign Terms and Conditions of the Campaign, non-violation of the Terms and Conditions of the Account(s) and the Account(s) must be active and in good credit standing.
- KFH Malaysia reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions contained herein wholly or in part and may terminate or extend the Campaign Period by giving a minimum of twenty one (21) calendar days prior notice. KFH Malaysia may give such notice or communication to Participants through any modes or methods deem appropriate including without limitation by post, by notification in the mass media, by posting the notice in KFH Malaysia's branches, by inserting the notice into the periodic statement of account, by electronic transmission (including via facsimile, mobile phones, other devices or the internet) or by posting at the KFH Malaysia's website or at ATM or other terminals under the control of KFH Malaysia. These Terms and Conditions can be accessed at kfh.com.my.

- f) KFH Malaysia reserves the right to determine the duration of this Campaign. KFH Malaysia further reserves the right to suspend, withdraw or terminate this Campaign without assigning any reasons whatsoever. Any cancellation, termination, suspension or extension of the Campaign Period shall not entitle the Eligible Customer to any form of claims or compensations against KFH Malaysia for any and all losses or damages suffered or incurred by the said Eligible Customer whether directly or indirectly.
- g) In the event of any discrepancies, ambiguities or disputes in the interpretation of any of Terms and Conditions herein in any language, the English version shall prevail.
- h) The Eligible Customer hereby consents to KFH Malaysia disclosing any information of the Customer may have with the KFH Malaysia to any authority having jurisdiction over the KFH Malaysia or the KFH Malaysia's parent company, branches, related corporations, associates, subsidiaries, affiliates, assignees, proposed assignees, agents and/or other parties engaged with KFH Malaysia by KFH Malaysia to enable or assist KFH Malaysia to exercise or enforce the KFH Malaysia's rights under this terms and conditions and/or other security documents.
- i) Save and except for the specific Terms and Conditions stated herein, all other terms and conditions governing the KFH Malaysia's products shall continue to apply.