



TERMS & CONDITIONS FOR KFH LIBSHARA ACCOUNT-i

These terms and conditions of KFH Libshara Account-i (“KFH Libshara”) is to be read as a whole with the Deposits Terms & Conditions (Part A) and any other relevant terms and conditions as Kuwait Finance House (Malaysia) Berhad (“KFH Malaysia”) may impose from time to time with prior notice, and any other rules and regulations binding on KFH Malaysia (“Terms and Conditions”).

1. Eligibility

- a. KFH Libshara is open to all new and existing individual customer’(s) aged 18 years and above, whom are Malaysians and permanent residents residing in Malaysia (“Customers”).
- b. For joint account holders, only the primary account holder will qualify to participate.
- c. The employees of Kuwait Finance House Group (“KFH Group”) including its directors, consultants, permanent employees permanent and contract employees and their immediate family members (i.e. spouse, children and parents) are NOT eligible to participate in KFH Libshara.
- d. A minimum deposit placement of RM100 (“Sum”) is required for opening of the KFH Libshara.

2. Murabahah and Tawarruq Contracts

- a. KFH Libshara shall operate in accordance with the Shariah concepts of Murabahah and Tawarruq whereby the Customer shall appoint and authorise and KFH Malaysia shall accept the appointment and authorisation as the Customer’s agent to do all acts as fully as the Customer could do themselves with respect to the purchase of the Shariah compliant goods and commodities which include but not limited to palm oil products, oleo chemical products, rubber products, cocoa products or soya products (“Commodity”) in the local/international markets as determined by KFH Malaysia at the purchase price to be mutually agreed between the Customer and the KFH Malaysia (“Purchase Price”).
- b. KFH Malaysia hereby represents to the Customer that upon KFH Malaysia's purchase of the Commodity as agent for and on behalf of Customer from the supplier, the Customer shall have good and marketable title to the Commodity, and that the Commodity is available for physical delivery by KFH Malaysia, if so requested at the time of the sale of the Commodity by Customer to KFH Malaysia. Customer agrees that all actual costs incurred pursuant to the Murabahah -Tawarruq transaction shall be borne by the Customer.
- c. Thereafter, KFH Malaysia shall purchase from the Customer the Commodity at the deferred sale price comprising the Purchase Price and the profit (“Deferred Sale Price”) on the spot delivery date.
- d. No transaction can be made in any Commodity that consist of pork/pig based products, alcoholic drinks, tobacco, narcotics, gold, silver, precious metals, or any other items which are not acceptable to the Customer and KFH Malaysia.
- e. The tenure of KFH Libshara shall be on daily basis.
- f. The moneys deposited must be in currencies acceptable to KFH Malaysia.
- g. KFH Malaysia shall have the right to terminate the KFH Libshara upon occurrence of any of the following events:-
 - a. failure to comply with the Customer Due Diligence (CDD) requirements as required by BNM; or
 - b. bankruptcy or liquidation (voluntary or compulsory) or winding up of the Customer; or
 - c. the Customer commits breach of any of the terms and conditions herein; or
 - d. the Customer does not or refuses to accept any variation, change and amendment to these Terms and Conditions; then the provision under Clause 3.2(i) shall apply.



3. Operation of KFH Libshara

This clause shall read together with the Terms and Conditions appearing in the Deposits Terms and Conditions as stated in Part B; Clause 2 and 3.

3.1 Appointment as Agent

- a. The Customer agrees to appoint KFH Malaysia and KFH Malaysia agrees to accept the appointment as the agent of the Customer to do and execute all acts for purchase and sale of the Commodity in accordance with these Terms and Conditions and to negotiate with the Commodity traders, industrial firms, their suppliers (“Supplier”) and their clients on behalf of the Customer in relation thereto.
- b. KFH Malaysia will, in performing its obligations and activities as an agent in the transactions look after the best interest of the Customer and act in good faith.
- c. The Customer indemnifies KFH Malaysia on his first demand against all losses, claims, actions, proceedings, damage, costs and expenses whatsoever brought or claimed by any party and/or incurred or sustained by KFH Malaysia as a result of the purchase of the Commodity under any transaction hereunder as agent of the Customer or a breach by the Customer any of his obligations herein. The indemnity given shall survive termination of these Terms and Conditions and any sums payable under it shall not be subject to any deduction whether by way of set off counter claim or otherwise.
- d. KFH Malaysia shall not be obliged to enter into any transaction, nor follow any instruction of the Customer, if in the opinion of KFH Malaysia by entering into such transaction or following such instruction, KFH Malaysia would be in contravention or violation of any law, policy, rule or regulation.

3.2 Trade Transactions

Subject to the provisions herein contained, the Murabahah and Tawarruq transactions shall be as follows:-

- a. the Customer appoints KFH Malaysia as agent and instructs KFH Malaysia to enter into a purchase transaction (“Purchase Transaction”) for the purchase and subsequently act as agent to sell (“Sale Transaction”) of the Commodity as determined by KFH Malaysia for the amount desired to be deposited during the Tenure.
- b. the Purchase Transaction and the Sale Transaction collectively shall be referred to as Trade Transactions.
- c. under the Shariah concept of Qardh, the Customer shall deposit money into the KFH Libshara, which will subsequently be used to pay the Purchase Price to KFH Malaysia for the Purchase Transaction.;
- d. on the next following calendar day, KFH Malaysia as agent for and on behalf of the Customer, will purchase the Commodity at the Purchase Price from the Supplier based on the end day closing balance of the KFH Libshara of the earlier day.
- e. thereafter, the Customer sells and KFH Malaysia purchases the Commodity at the Deferred Sale Price. The Purchase Price will be paid on the spot while the Profit will be paid at the end of the month (“Profit Payment Date”). The formula to derive the Deferred Sale Price is computed as follows:-

$$\text{Profit} : \frac{\text{End of day closing balance} \times \text{Contracted Profit Rate}}{365}$$

$$\text{Deferred Sale Price} : \text{End of day closing balance} + \text{Profit}$$

- f. the Trade Transactions will be transacted on daily basis at a specified cut-off time determined by KFH Malaysia



- g. on the month end (“Profit Payment Date”), KFH Malaysia shall pay the profit under the Sale Transaction by crediting the total profit into the KFH Libshara.
- h. in the event of the KFH Libshara is closed for any reason whatsoever before the Profit Payment Date, Customer agrees to waive any profit due from the date of the first trade transaction in the month and therefore no profit will be paid to the KFH Libshara; and
- i. Notwithstanding to the Clause 3.2(e) above, the Customer may opt to take the physical delivery of the commodity subject to the minimum requirements and comply with rules and regulations of the commodity provider. The delivery arrangement is to be made by the Customer and Commodity provider at the Customer’s own costs.

3.3 Subject to the provisions herein contained, the Trade Transactions will be done on a daily basis and the Contracted Profit Rate shall be determined by KFH Malaysia from time to time with prior notice to the Customer.

4. Specific Terms and Conditions for Draws

4.1 Qualifying Criteria

- a. The Customer is required to maintain a minimum average available balance (“AAB”) of RM100 in the KFH Libshara for a specified period (which is stipulated in Appendix A) in order to be eligible for the weekly and monthly draws.
- b. For every AAB of RM100, the Customer is eligible for 1 draw entry weekly and/or monthly draws.
- c. The Customer is required to maintain AAB of RM1,000 in the KFH Libshara for a specified period (which is stipulated in Appendix A), in order to be eligible for the quarterly and/or grand draw.
- d. For every AAB of RM1,000, the Customer is eligible for 1 draw entry in the quarterly and/or grand draws.
- e. The AAB is determined by computing the sum of every end-day available balance in KFH Libshara in that specific deposit period divided by the number of days in that specified period. The formula for calculation the AAB is as follows:

AAB Calculation:

$$= \frac{\text{Sum of end-day available balance in KFH Libshara of the respective draw period}}{\text{No. of days of the respective draw week/ month/ quarter/ year (as stipulated in Appendix A)}}$$

f. Illustration of weekly draw AAB calculation:

Date	01/04/17	02/04/17	03/04/17	04/04/17	05/04/17	06/04/17	07/04/17
End-day available balance (RM)	100	500	90	100	40	470	110

Total number of days in weekly draw: 7 days
 Sum of end-day available balance: RM1,410
 AAB for weekly draw:
 = RM1,410/ 7 = RM201.42
 Number of eligible draw entries: **2 draws**

- g. However, KFH Malaysia at its absolute discretion may review the Qualifying Criteria at any time and from time to time as it deems fit and appropriate.



- h. Customers who have complied with the Qualifying Criteria as stated in Clause 4.1 hereinafter, shall be referred to as “Participants”.
- i. Participants with higher number of draws entries may stand a higher chances of winning, subject to the draws(s) being performed.

4.2 Prizes

- a. The prizes are as per below table (“Prizes”):

Category	Prize Category	Total Number of Winners	Prize
Weekly Draw	N/A	2	Samsung Galaxy A5 (2017) LTE*
Monthly Draw	1 st prize	3	RM12,000
	2 nd prize	3	RM8,000
	3 rd prize	3	RM5,000
Quarterly Draw	1 st prize	3	RM30,000
	2 nd prize	3	RM15,000
	3 rd prize	3	RM7,000
	Consolation prize	10	Samsung Galaxy C9 Pro LTE*
Grand Draw	N/A	4	RM100,000

*Prizes is subject to change on a quarterly basis from time to time.

- b. Participants are only entitled to a maximum of:
 - i. One (1) weekly draw prize per week; and/or
 - ii. One (1) monthly draw prize per month; and/or
 - iii. One (1) quarterly draw prize per quarter; and/or
 - iv. One (1) grand draw prize per year.

4.3 Winner Selection

- a. Draws will be conducted every first week of the following month (Appendix A). However KFH Malaysia may review the frequency of the prize draw at its absolute discretion. Actual draw dates will be published at KFH Malaysia’s corporate website kfh.com.my from time to time (“Draw Dates”).
- b. For clarity, when a monthly draw is scheduled to be held, no weekly draw will be executed. The same treatment applies for quarterly and grand draws as stipulated in Appendix A.
- c. All qualified entries will be put in a pool and draws will be made on the respective Draw Dates.



- d. The respective draws will be carried out in the presence of KFH Malaysia's selection committee to answer one (1) challenge question ("Short-listed Winners"), before being declared as a prize winner ("Winners").
- e. The Short-listed Winners will be contacted by KFH Malaysia on best effort basis, via his/her latest telephone number (s) furnished to KFH Malaysia during opening of the Libshara account. A maximum of three (3) attempts will be made to contact the Short-listed Winners within two (2) different business days, from Mondays to Fridays between 10am till 6pm.
- f. KFH Malaysia's selection committee shall have the absolute right to replace or select other Short-listed Winners whom have missed their winning chance, including but not limited to the following circumstances:
 - i. Short-listed Winner continue to remain un-contactable;
 - ii. Short-listed Winner answers the challenge question incorrectly;
 - iii. Short-listed Winner has appointed another person / representative to answer the challenge question on his / her behalf;
 - iv. Short-listed Winner has volunteered to disclaim / waive their cash prize;
 - v. Unsuccessful fulfillment / courier attempt(s) made to the Winners as per KFH Malaysia's record.
- g. The Winners listing will be posted onto KFH Malaysia's corporate website at kfh.com.my or any other methods deemed suitable or practical by KFH Malaysia within 14 days from the respective Draw Dates.
- h. All decisions by KFH Malaysia's winner selection committee shall be deemed final and conclusive and no correspondences, queries, appeals or protests will be entertained in any event.

5. Prizes Claim

- a. The draw prize winners (if required), are to submit the following information and documents to KFH Malaysia in order to claim the prize:
 - i. Notification letter
 - ii. A photocopy of Identification Card (MyKad)
 - iii. Mailing Address
 - iv. Telephone number
- b. The Prizes are strictly not transferable and exchangeable for cash, credit or kind, either in part or in whole.
- c. KFH Malaysia makes no representation or warranty with respect to quality and/or suitability of the Prizes and shall not be responsible to replace for any lost, stolen or defective Prizes due to defects in materials or workmanship by manufacturer under warranty or otherwise. The Winner is to deal directly with the manufacturer or distributor for such warranty information or claim without recourse to KFH Malaysia.

Prizes must be claimed by the winners within 12 months from the announcement date ("Claim Period"). In the event that the winners fail to claim/redeem their prize within 12 months, the winners are consider agreeable to waive their prize. KFH Malaysia shall not entertain any claims after the expiry of the Claim Period.

- a. In the event of death, the legitimate heir or next of kin of the Winners may claim the Prizes within 12 months after the announcement date or the date of death (whichever comes first). The Winner or his/her heirs are deemed to relinquish their rights if they fail to claim their Prizes within the specified period.
- b. Prizes must be claimed by the Winners himself/herself. Claims by any third party are not allowed or shall not be entertained.



- c. Cash Prizes shall be credited into the Winner's Libshara account within 14 working days from the Winners' announcement date.

6. General

- a. By opening the KFH Libshara, all Participants shall agree and deem to have agreed to the following:
 - i. Consent and authorize KFH Malaysia to disclose, advertise or publish their name and identity in any media, advertising or marketing materials including interviews, prize-giving or other publicity events arranged by KFH Malaysia; and
 - ii. Grant KFH Malaysia with an absolute and unrestricted right to modify, use and / or publish images of the Winners for any marketing or commercial purpose without any compensation or payment whatsoever.
- b. KFH Malaysia reserves its absolute discretion to vary, delete or add to any of these Terms and Conditions contained herein wholly or in part by giving a maximum of twenty-one (21) calendar day's prior notice. KFH Malaysia may give such notice or communication to Participants through any modes or methods as it deems 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 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.
- c. The Prizes shown in the KFH Malaysia's advertisements and marketing materials are for illustration purpose only and shall not represent or depict the actual design.
- d. Participants shall be solely responsible for any taxes and / or duties payable in connection with his / her participation in the KFH Libshara draws, including redeeming, receiving or using the Prizes, if any.
- e. KFH Malaysia shall not be responsible for any injury, loss or damage resulting from redemption or usage of the Prizes offered.
- f. These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials (including without limitation, printed flyers or buntings), or any advertisements on this product.
- g. Decisions relating to KFH Libshara are final and binding on all Participants. If any matters arise which are not covered in these Terms and Conditions, they will be determined by KFH Malaysia at its absolute discretion.
- h. By opening a KFH Libshara account, Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions and any decision of the Bank.
- i. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, and Participants therefore agree to submit to the exclusive jurisdiction of the courts in Malaysia.



- j. Save an except for the specific Terms and Conditions stated herein, all other terms and conditions governing the Deposits Terms & Conditions and/or KFH Malaysia's products shall continue to apply.
- k. KFH Libshara is eligible for protection by PIDM.



Appendix A : KFH Libshara Account-i Draw Schedule

Draw Category	Deposit Period	Draw Date*
APRIL Weekly Draw: Week 1	31 Mar - 09 Apr 2017	5 May 2017
APRIL Weekly Draw: Week 2	10 Apr - 16 Apr 2017	
APRIL Weekly Draw: Week 3	17 Apr - 23 Apr 2017	
APRIL Monthly Draw: Month 1	31 Mar - 30 Apr 2017	
MAY Weekly Draw: Week 4	1 May - 7 May 2017	5 June 2017
MAY Weekly Draw: Week 5	8 May - 14 May 2017	
MAY Weekly Draw: Week 6	15 May - 21 May 2017	
MAY Weekly Draw: Week 7	22 May - 28 May 2017	
MAY Monthly Draw: Month 2	1 May - 31 May 2017	
JUNE Weekly Draw: Week 8	1 Jun - 11 Jun 2017	6 July 2017
JUNE Weekly Draw: Week 9	12 Jun - 18 Jun 2017	
JUNE Weekly Draw: Week 10	19 Jun - 25 Jun 2017	
Quarterly Draw: Quarter 1	31 Mar - 30 Jun 2017	
JULY Weekly Draw: Week 11	1 Jul - 9 Jul 2017	7 August 2017
JULY Weekly Draw: Week 12	10 Jul - 16 Jul 2017	
JULY Weekly Draw: Week 13	17 Jul - 23 Jul 2017	
JULY Monthly Draw: Month 3	1 Jul - 31 Jul 2017	
AUGUST Weekly Draw: Week 14	1 Aug - 6 Aug 2017	7 September 2017
AUGUST Weekly Draw: Week 15	7 Aug - 13 Aug 2017	
AUGUST Weekly Draw: Week 16	14 Aug - 20 Aug 2017	
AUGUST Weekly Draw: Week 17	21 Aug - 27 Aug 2017	
AUGUST Monthly Draw: Month 4	1 Aug - 31 Aug 2017	
SEPTEMBER Weekly Draw: Week 18	1 Sep - 10 Sep 2017	5 October 2017
SEPTEMBER Weekly Draw: Week 19	11 Sep - 17 Sep 2017	
SEPTEMBER Weekly Draw: Week 20	18 Sep - 24 Sep 2017	
Quarterly Draw: Quarter 2	1 Jul - 30 Sep 2017	
OCTOBER Weekly Draw: Week 21	1 Oct - 8 Oct 2017	6 November 2017
OCTOBER Weekly Draw: Week 22	9 Oct - 15 Oct 2017	
OCTOBER Weekly Draw: Week 23	16 Oct - 22 Oct 2017	
OCTOBER Weekly Draw: Week 24	23 Oct - 29 Oct 2017	
OCTOBER Monthly Draw: Month 5	1 Oct - 31 Oct 2017	
NOVEMBER Weekly Draw: Week 25	1 Nov - 5 Nov 2017	7 December 2017
NOVEMBER Weekly Draw: Week 26	6 Nov - 12 Nov 2017	
NOVEMBER Weekly Draw: Week 27	13 Nov - 19 Nov 2017	
NOVEMBER Monthly Draw: Month 6	1 Nov - 30 Nov 2017	
DECEMBER Weekly Draw: Week 28	1 Dec - 10 Dec 2017	5 January 2018
DECEMBER Weekly Draw: Week 29	11 Dec - 17 Dec 2017	
DECEMBER Weekly Draw: Week 30	18 Dec - 24 Dec 2017	
Quarterly Draw: Quarter 3	1 Oct - 31 Dec 2017	



Draw Type	Deposit Period	Draw Date*
JANUARY Weekly Draw: Week 31	1 Jan - 7 Jan 2018	6 February 2018
JANUARY Weekly Draw: Week 32	8 Jan - 14 Jan 2018	
JANUARY Weekly Draw: Week 33	15 Jan - 21 Jan 2018	
JANUARY Weekly Draw: Week 34	22 Jan - 28 Jan 2018	
Monthly Draw: Month 7	1 Jan - 31 Jan 2018	
February 2018		
FEBRUARY Weekly Draw: Week 35	1 Feb - 11 Feb 2018	7 March 2018
FEBRUARY Weekly Draw: Week 36	12 Feb - 18 Feb 2018	
FEBRUARY Weekly Draw: Week 37	19 Feb - 25 Feb 2018	
Monthly Draw: Month 8	1 Feb - 28 Feb 2018	
March 2018		
MARCH Weekly Draw: Week 38	1 Mar - 11 Mar 2018	6 April 2018
MARCH Weekly Draw: Week 39	12 Mar - 18 Mar 2018	
MARCH Weekly Draw: Week 40	19 Mar - 25 Mar 2018	
Grand Draw	31 Mar 2017 - 31 Mar 2018	