



**TERMS AND CONDITIONS OF BSN SSP (SIJIL SIMPANAN PREMIUM)**  
(Effective Date : 15/11/2025)

Enumerated below are the terms and conditions governing the subscription and operation of BSN SSP (Sijil Simpanan Premium) in Bank Simpanan Nasional. By purchasing BSN SSP, the Customer or the Third Party (as the case may be) hereby agrees to abide and to be bound by the following terms and conditions, inclusive of variations that may be prescribed by the Bank from time to time.

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 Unless otherwise expressly specified, the following definitions and interpretations shall apply:

“Adequate Notice”	means twenty-one (21) calendar days’ notice prior to the effective date of the implementation of the matter specified in the particular provision.
“AML/CFT”	means Anti Money Laundering / Counter Financing of Terrorism as guided by the Anti-Money Laundering Laws defined herein.
“Anti-Money Laundering Laws”	means the applicable laws, rules and/or regulations pertinent to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities including but not limited to the Malaysia’s Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.
“Bank” / “BSN”	means Bank Simpanan Nasional (BSN).
“Bank’s Website”	refers to the Bank’s official website that is <a href="http://www.bsn.com.my">www.bsn.com.my</a> .
“BSN SSP”	means Sijil Simpanan Premium (SSP), either BSN SSP (Mudarabah) or BSN SSP (Tawarruq), purchased and maintained in accordance with the applicable Shariah contract and subject to the SSP Rules under the BSN Act 1974.
“Business Trading Days”	means the days when the purchase of the Commodity transaction is executed with the Commodity Supplier i.e. everyday including public holidays.
“Commodity”	means the underlying goods or assets that allowed by BSN pursuant to the Shariah principle such as the Plastic Resin or the Crude Palm Oil.
“Commodity Trading”	means sale and purchase transactions performed in accordance with the Shariah concept of Tawarruq.
“Customer”	refers to the BSN SSP holder who is an individual aged twelve (12) years old and above.
“Customer’s Account”	means any account opened by the Customer with the Bank in which the Customer’s BSN SSP is maintained.
“Hibah”	means a transfer of ownership of an asset from a donor ( <i>wahib</i> ) to a recipient ( <i>mawhub lahu</i> ) without any consideration and is a form of benevolent contract.
“Indicative Profit Rate”	refers to the expected profit rate applicable to the BSN SSP (Mudarabah), as published on the Bank’s Website and/or branches from time to time.
“Monthly Minimum Balance”	refers to the minimum balance of the Customer’s Account recorded for the current month.
“Mudarabah”	refers to a contract between a capital provider ( <i>rabbul mal</i> ) and an entrepreneur ( <i>mudarib</i> ) under which the capital provider provides capital to be managed by the entrepreneur and any profit generated from the capital is shared between the capital provider and the entrepreneur according to a mutually agreed Profit Sharing Ratio (PSR) whilst financial losses are borne by the capital provider.
“Murabahah”	refers to the sale and purchase of an asset where the acquisition cost and the mark-up profit are disclosed to the purchaser.
“Prize”	refers to the prizes won by the Winner through the BSN SSP draw.
“Profit Sharing Ratio (PSR)”	means the pre-determined profit-sharing ratio to be shared between the capital provider and the entrepreneur.

"Purchase Price"	means the price for the purchase of Commodities carried out by the Bank as an agent to the Customer which the amounts are equivalent to the Customer's daily net deposit.
"Rebate (ibra`)"	refers to 'waiver on rights of claim' over the whole or any part of the rights of claim accorded by a person to another person that has an obligation which is due to him/her.
"Security Details"	shall include but not limited to an Electronic Banking Password and any other confidential and/or security information and/or codes of the Customer's Account.
"Selling Price"	means the sum payable by the Bank in the Tawarruq (Commodity Murabahah) transaction to purchase the Commodity from the Customer which the amount is equivalent to the Purchase Price plus a profit margin.
"Subscription"	refers to the BSN SSP deposit or placement transaction(s) performed by the Customer.
"Supplier"	refers to the Commodity supplier and/or dealer that transacts with the Bank.
"Tawarruq"	refers to a transaction that consists of two sale and purchase contracts whereby the first one involves the sale of an asset by a seller to a purchaser on a deferred payment basis. Subsequently, the purchaser of the first contract will sell the same assets to a third party on a cash and spot basis. For BSN SSP (Tawarruq), the Bank, as the Customer's agent, will purchase the Commodity at the Purchase Price from the Supplier and the Bank, as the Customer's agent, will then sell the Commodity to the Bank at the Murabahah Selling Price which shall be paid to the Customer at the end of the Maturity Period (after taking into account any rebate (ibra`), if there is any).
"Third Party"	refers to the third party performing the Subscription of BSN SSP as detailed out in Clauses 3.6 below.
"Wakalah"	refers to a contract where a party, as principal ( <i>muwakkil</i> ) authorizes another party as his agent ( <i>wakil</i> ) to perform a particular task on matters that may be delegated, with or without the imposition of a fee.
"Winner"	means the Customer who wins the BSN SSP draw through the selection process using the BSN SSP Draw Engine.

1.1 The subtitle headings and the division of provisions into sections and clauses in these Terms and Conditions are only for the purpose of ease reference only and shall not be considered in the interpretation of the provisions of these Terms and Conditions.

1.2 Word importing the singular shall include the plural and vice versa.

## 2. ELIGIBILITY

2.1 BSN SSP can be subscribed to by individuals aged twelve (12) years old and above.

2.2 The other eligibility criteria are as follows:

- (a) Malaysian Citizen; or
- (b) Permanent Resident and non-resident who has permanent address in Malaysia.

## 3. TYPES OF BSN SSP AND SPECIFIC TERMS

There are two (2) types of BSN SSP offered with the specific terms and conditions of each type as follows:

	BSN SSP (Mudarabah)	BSN SSP (Tawarruq)
<b>3.1 Placement Amount</b>	Minimum amount: RM10 which is equivalent to one (1) unit of BSN SSP.	Minimum Amount: RM5,000 which is equivalent to five hundred (500) units of BSN SSP or any other amount in a single transaction as determined by BSN from time to time.
<b>3.2 Placement</b>	Minimum Period: Fourty five (45) days	Twelve (12) months (to be referred to as the Maturity Period for BSN SSP)

Period		(Tawarruq))							
3.3 Profit	<b>BSN SSP (Mudarah)</b>	<b>BSN SSP (Tawarruq)</b>							
	<p>(a) Profit Rate:</p> <p>Profit (dividend) from the Subscription of BSN SSP, if any, will be distributed between the Customer and the Bank based on the agreed <b>Profit-Sharing Ratio (PSR)</b> that is agreed at the time the Subscription is made.</p> <p>The Customer agrees as follows:</p> <p>(i) the Bank has the right, at the Bank's discretion, to revise the agreed PSR at any time by providing Adequate Notice to the Customer whereby the revised PSR shall be displayed at Bank's branches and/or on the Bank's Website; and</p> <p>(ii) to be bound by the prevailing PSR and the Indicative Profit Rates (including any revision of the same made by the Bank from time to time). In the event of inconsistency between the PSR and the Indicative Profit Rates published on the Bank's Website and the ones published/ specified elsewhere (including on the BSN SSP Subscription transaction slip), the PSR and the Indicative Profit Rates published on the Bank's Website shall prevail over the others and be applicable to the Customer.</p> <p>(b) Payment of the profit <b>at the end of the Bank's financial year:</b></p> <table border="1"> <thead> <tr> <th>Amount (RM)</th> <th>Payment Method</th> </tr> </thead> <tbody> <tr> <td>≥10</td> <td>Will be converted into BSN SSP under the name of the Customer, in multiple of 10. Any remaining balance will be credited into the Customer's BSN savings/current account (if any)</td> </tr> <tr> <td>1 -&lt;10</td> <td>Will be credited into the Customer's BSN savings/current account (if any)</td> </tr> <tr> <td>&lt;1</td> <td>Will be credited into the Customer's BSN savings/current account (if any). If the Customer does not have a savings/current</td> </tr> </tbody> </table>	Amount (RM)	Payment Method	≥10	Will be converted into BSN SSP under the name of the Customer, in multiple of 10. Any remaining balance will be credited into the Customer's BSN savings/current account (if any)	1 -<10	Will be credited into the Customer's BSN savings/current account (if any)	<1	Will be credited into the Customer's BSN savings/current account (if any). If the Customer does not have a savings/current
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<p><b>3.4 Redemption</b></p>	<p><b>BSN SSP (Mudarabah)</b></p> <p>BSN SSP (Mudarabah) can be fully or partially redeemed after forty five (45) days from the date of Subscription.</p>	<p><b>BSN SSP (Tawarruq)</b></p> <p>Redemption of BSN SSP (Tawarruq) shall be subject to:</p> <p>(a) only full redemption is allowed based on the specified placement amount;</p> <p>(b) Early redemption before maturity of the tenure is allowed and subject to the early redemption conditions below;</p> <p>(c) If the Customer performs early redemption or early demand for the Selling Price (placement amount plus profit) before the end of the Maturity Period, the Customer hereby acknowledges and agrees to grant rebate (ibra`) as follows:</p> <p>(i) For redemption made within the period <b>less than one (1) month</b> from the Subscription date, the Customer agrees to grant rebate (ibra`) on the entire profit. Hence the Customer will not receive any profit;</p> <p>(ii) For redemption made <b>after a period of one (1) month or more</b> from the Subscription date, the Customer agrees to grant rebate (ibra`) on a portion of the profit. Hence the Customer will only receive profit that is calculated based on BSN SSP's indicative profit rate pursuant to the relevant formula which will only be payable if the placement fulfills the whole respective month.</p>		

<p><b>3.5 Shariah Concept</b></p>	<p style="text-align: center;"><b>BSN SSP (Mudarabah)</b></p> <p>(a) The applicable Shariah concept for the Subscription of BSN SSP is Mudarabah, which refers to a contract between a capital provider (Customer or Third Party, as the case may be) and an entrepreneur (Bank) under which the Customer or Third Party (as the case may be) provides capital to be managed by the Bank and any profit generated from the capital is shared between the Customer and the Bank according to a mutually agreed PSR whilst financial losses are borne by the Customer provided that such losses are not due to the Bank's misconduct (ta'addi), negligence (taqsir) or breach of specified terms (mukhalafah al-shurut).</p> <p>(b) The Subscription shall continue and remain effective and will only be terminated upon the dissolution of Mudarabah contract between the Bank and the Customer or Third Party, as the case may be.</p> <p>(c) The Customer further agrees that the abovementioned Shariah concept of Mudarabah contract shall also apply in governing the relationship between the Customer and the Bank in respect of the Prizes (in the form of BSN SSP) and the profits (dividends) converted to BSN SSP under the Customer's name.</p>	<p style="text-align: center;"><b>BSN SSP (Tawarruq)</b></p> <p>(a) The applicable Shariah concept for the Subscription of BSN SSP with fixed term is Tawarruq.</p> <p>(b) Wakalah (Agency Contract) which adopts a 'dual – agency' arrangement which involves the followings:  (i) The appointment of Bank as the Customer's agent to buy the Commodity from a third party; and  (ii) The appointment of Bank as the Customer's agent to conclude the selling of the Commodity to the Bank on Murabahah basis.</p> <p>(c) The Customer acknowledges that although the Commodity involved in the Tawarruq trading transaction is capable of being physically delivered, the Customer agrees that physical delivery of the Commodity will not be executed. However, if the Customer wants to take over the possession of the physical Commodity, the Customer must take over that ownership in a suitable manner and using the Customer's own cost.</p> <p>(d) The customer has right to request and take physical possession and delivery of the Commodity subject to minimum requirements and comply with terms and conditions of the Commodity Platform provider. Request for the delivery of Commodity can be done at any Bank branches during normal business hours and/or at the Bank's promotion counters. The delivery arrangement is to be made between the Customer and Commodity Platform at the Customer's own costs.</p>
<p><b>3.6 BSN SSP Subscription</b></p>	<p style="text-align: center;"><b>BSN SSP (Mudarabah)</b></p> <p>(a) There are three (3) ways to subscribe the BSN SSP (Mudarabah):</p> <p>(i) <u>By the Customer:</u> For BSN SSP Subscription by the Customer's own self, the Customer is acting in the capacity as the capital provider (<i>rabbul mal</i>) while the Bank is acting as an entrepreneur (<i>mudarib</i>).</p> <p>(ii) <u>By the Customer's representative:</u> A BSN SSP Subscription can also be initiated by a third party as per the Customer's request, through the appointment of an agency (<i>Wakalah</i>),</p>	<p style="text-align: center;"><b>BSN SSP (Tawarruq)</b></p> <p>(a) There are three (3) ways to subscribe the BSN SSP (Tawarruq):</p> <p>(i) <u>By the Customer:</u> The Customer is acting on its own capacity as a customer and owner of the BSN SSP.</p> <p>(ii) <u>By the Customer's representative:</u> A BSN SSP Subscription can also be initiated by a third party as per the Customer's request, through the appointment of an agency (<i>Wakalah</i>), to carry out the Subscription on behalf of the Customer.</p>

	<p>to carry out the Subscription on behalf of the Customer (<i>rabbul mal</i>) with the Bank acting as the entrepreneur (<i>mudarib</i>).</p> <p>(iii) <u>By a Third Party:</u> BSN SSP can also be subscribed to by a Third Party (individuals/organizations/companies) to be given to Customer as retirement souvenirs, outstanding awards, loyal service awards, bonuses, etc. In this case, the Third-Party acts as the capital provider (<i>rabbul mal</i>) and the Bank acts as the entrepreneur (<i>mudarib</i>). Subsequently, the Third Party will transfer the ownership of the BSN SSP Subscription to Customer based on a gift (<i>hibah</i>) contract.</p> <p>(b) The Bank reserves the right to reject any application by the Customer and/or the Third Party to subscribe for the BSN SSP if the Customer and/or the Third Party fails to submit a valid, complete and/or accurate information and/or documents required by the Bank and/or the Customer and/or the Third Party does not meet any requirement and/or additional requirements imposed by the Bank for the said purpose.</p> <p>(c) The Customer and/or the Third Party agree and consents for the Bank to perform any search including but not limited to insolvency/bankruptcy searches and AMLA/CFT screening on the Customer and/or the Third Party in processing the Customer's and/or the Third Party's application for the Subscription of BSN SSP.</p> <p>(d) The Subscription of BSN SSP is subject to the Bank's requirements including the minimum age, minimum Subscription amount, identification documents and such other requirements and/or supporting documents as may be imposed by the Bank from time to time.</p> <p>(e) The Subscription of BSN SSP may be made via: (i) Over the counter of BSN branch; (ii) myBSN internet banking; (iii) self-service terminal (e.g. Automated Teller Machine (ATM), Cash Deposit Machine (CDM), Cash Recycle Machine (CRM));</p>	<p>(iii) <u>By a Third Party:</u> BSN SSP can also be subscribed to by a Third Party (individuals/organizations/companies) to be given to Customer as retirement souvenirs, outstanding awards, loyal service awards, bonuses, etc. In this case, the Third-Party acts on its capacity to subscribe the BSN SSP. Subsequently, the Third Party will transfer the ownership of the BSN SSP Subscription to Customer based on a gift (<i>hibah</i>) contract.</p> <p>(b) The Bank reserves the right to reject any application by the Customer and/or the Third Party to subscribe for the BSN SSP if the Customer and/or the Third Party fails to submit a valid, complete and/or accurate information and/or documents required by the Bank and/or the Customer and/or the Third Party does not meet any requirement and/or additional requirements imposed by the Bank for the said purpose.</p> <p>(c) The Customer and/or the Third Party agree and consents for the Bank to perform any search including but not limited to insolvency/bankruptcy searches and AMLA/CFT screening on the Customer and/or the Third Party in processing the Customer's and/or the Third Party's application for the Subscription of BSN SSP.</p> <p>(d) The Subscription of BSN SSP is subject to the Bank's requirements including the minimum age, minimum Subscription amount, identification documents and such other requirements and/or supporting documents as may be imposed by the Bank from time to time.</p> <p>(e) The Subscription of BSN SSP may be made via: (i) Over the counter of BSN branch; (ii) myBSN internet banking; or (iii) Other banking channels provided by the Bank from time to time (if any).</p>
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	(iv) BSN Banking Agent (EBB); or (v) Other banking channels provided by the Bank from time to time (if any).	
<b>3.7 Other Specific Terms and Conditions</b>	<b>BSN SSP (Mudarahah)</b>	<b>BSN SSP (Tawarruq)</b>
	NIL	<b>BANK'S APPOINTMENT AS AGENT</b>  (a) The Customer agrees to appoint the Bank and the Bank accepts such appointment to be the Customer's sole agent through Wakalah Contract to perform the following: (i) To purchase the Commodity from Supplier; and (ii) To conclude the sales of Commodities to the Bank on Murabahah basis at the Selling Price on deferred payment.  (b) The Bank as the Customer's agent will purchase the Commodity at the Purchase Price from the Supplier in cash on the Business Trading Days.  (c) Thereafter, the Bank as the Customer's agent shall conclude the sale of Commodity to the Bank on Murabahah basis at the Selling Price with deferred payment.  (d) Next, the Bank will sell the Commodity to other Supplier in cash at the price equivalent to Customer's deposit amount.  (e) Tawarruq Trading Transaction will take place on daily basis based on each deposit amount by the Customer on the Subscription / deposit placement date.  (f) The Selling Price is calculated as follows: <b>Selling Price = Total Placement Amount(RM) + Profit Amount(RM)</b>  (g) The Profit Amount will be computed based on the following formula: <b>Profit Amount = Total Placement Amount (RM) x Profit Rate (%) x No. of Days of Deposit Placement / 365 @ 366</b>  (h) At the end of the Maturity Period, the Bank will pay the Selling Price in accordance with the mode of

		<p>payment specified in these Terms and Conditions.</p> <p>(i) Customer agrees that the appointment of the Bank as its agent as specified in sub-clause (a) shall be applicable for all matters relating to the Customer's BSN SSP Subscription including for the purpose of maintaining and renewing the BSN SSP (Tawarruq) after the end of the Maturity Period as specified under Clause 3.3(d) (BSN SSP (Tawarruq)).</p> <p>(j) The Bank will only act as an agent (buy and sell the Commodity) and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the Customer.</p> <p>(k) The Bank will, in performing its obligation in buying and selling of Commodity, look after the best interest of the Customer and act in good faith.</p> <p>(l) The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of acting as the Customer's Agent in the Tawarruq Trading Transaction or as a result of breach of the Customer's obligations unless such actions, claims, demands, liabilities, losses, damages, costs and expenses is attributable to the willful misconduct, gross negligence or fraud of the Bank. This indemnity shall survive the termination of this Terms and Conditions and any sum payable under it shall not be subject to any deduction either by way of set off counter claims or otherwise.</p> <p>(m) The Bank, as the Customer's agent, shall not be liable for any loss or damage to the interests of the Customer (Muwakkil) except loss or damage caused by the willful misconduct, gross negligence, fraud or breach of certain conditions by the Bank.</p>
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#### 4. OPENING OF THE CUSTOMER'S ACCOUNT

- 4.1 Upon the successful Subscription of BSN SSP by the Customer and/or the Third Party, the Bank will create and open the Customer's Account in which the said BSN SSP and any BSN SSP that is registered under the name of the Customer, from time to time, will be maintained.
- 4.2 BSN SSP is open for individual Customers only and the Customer's Account shall be maintained as individual accounts only. Opening of a joint or a trust account for BSN SSP is not allowed.
- 4.3 The Customer agrees and consents for the Bank to perform any search including but not limited to insolvency/bankruptcy searches and AMLA/CFT screening on the Customer prior to the opening of the Customer's Account.
- 4.4 The Bank reserves the right to take any action as the Bank deems necessary against the Customer if, upon the Subscription of the BSN SSP and/or the opening of the Customer's Account, the Customer is found to be committing document fraud and/or where any information provided by the Customer to the Bank is found to be inaccurate, false and/or misleading.

#### 5. VERIFICATION OF IDENTIFICATION DOCUMENT

- 5.1 All transactions carried out by the Bank pursuant to these Terms and Conditions shall be subject to the verification of the Customer's and/or the Third Party's identity as may be required by the Bank. The verification may be carried out manually or electronically and the Bank shall not be liable for any claim, loss, damages, penalty, charges, cost and expense incurred or suffered by the Customer and/or the Third Party due to the Bank's action in reliance to the result of the verification.
- 5.2 In the event that the Customer's signature is used for authentication, the signature shall be the same as the one in the Bank's record.

#### 6. CLAIM OF PROFIT AT BSN'S COUNTER

A Customer who does not own a BSN's savings or current account for the purpose of profit (dividend) crediting may claim the profit (dividend) amount over the counter at any BSN's branch within one (1) year from the profit (dividend) payment date failing which, the amount will be classified as "Unclaimed Moneys" and will be managed by the Bank according to the Unclaimed Moneys Act 1965.

#### 7. BSN SSP TRANSACTION SLIP

The Bank does no longer be issuing BSN SSP certificate and instead the Bank will provide a Subscription's transaction slip to the Customer which shall be deemed as a valid document evidencing the Subscription of BSN SSP. The transaction slip and the BSN SSP Certificate are non-transferable and shall be of no value to any person other than the Customer.

#### 8. REDEMPTION

- 8.1 Redemption of BSN SSP may be made at any of the Bank's branches or any other channel provided by the Bank from time to time.
- 8.2 In the event the transaction slip specified in Clause 7 above went missing, the Customer shall present a valid identification document, such as identity card or passport, in lieu of the transaction slip at any BSN counter at its branch for the purpose of redeeming the BSN SSP.

#### 9. BSN SSP DRAW

- 9.1 All unredeemed BSN SSP may participate in BSN SSP draw conducted by the Bank from time to time, subject to the draw criteria and eligibility as disclosed by the Bank on the Bank's Website from time to time.
- 9.2 The following Customers are **NOT ELIGIBLE** for BSN SSP draw:

- (a) Permanent and/or contract employees of BSN, its subsidiaries and/or related companies ("Staff");
- (b) Any Customer who passed away before the first day of a period of twelve (12) consecutive calendar months preceding the month in which the BSN SSP draw is held; and
- (c) Any other Customer or Staff as determined by the Bank from time to time.

9.3 The Terms & Conditions of the BSN SSP Draw which can be referred to at the Bank's Website shall be read with this Terms & Conditions.

## 10. DRAW PRIZES & WINNERS

10.1 The Prizes are strictly non-transferable and exchangeable for cash or credit, either in part or in whole. The list of the Prizes will be made available by the Bank on the Bank's Website from time to time.

10.2 The Prizes must be claimed by the Winners themselves within twelve (12) months from the draw date failing which the Winner shall be deemed to have forfeited the Prize and the Bank reserves the right at its discretion to dispose of the Prize in the manner as it deems fit, including but not limited to by selecting a new winner as a substitute. Unless provided otherwise herein, any claim for the Prize made by a third party will not be entertained.

10.3 Where applicable and/or necessary, the Bank reserves the right to appoint the supplier of the Prizes and/or a courier service provider to deliver the prizes (excluding those in the form of BSN SSP) to the Winner. The method and manners of delivery will be determined by the Bank at its discretion from time to time. The Winners hereby authorize the Bank to share the Winners' details with the supplier and/or courier service provider and agree to be contacted directly by the supplier and/or courier service provider for the purpose of such delivery of the Prize.

10.4 Deceased Winner

(a) Provided that the Winner is not classified as ineligible to participate in the BSN SSP draw pursuant to Clause 9.2(b) above, in the event where the Winner dies before Prizes are claimed, the Winner's legitimate heir(s) may claim for the Prizes from the Bank within twelve (12) months from the draw date at any of the Bank's branches, subject to the fulfilment of the requirements that may be imposed by the Bank. Otherwise, the Winner or his/her legitimate heirs will be deemed to have relinquished their rights to claim the Prize and the Bank reserves the right at its discretion to dispose of the Prize in the manner as it deems fit, including but not limited to by selecting a new winner as a substitute.

(b) The Bank reserves the right at its discretion to cancel the winning of a Winner if it is found out that the same should not be eligible or qualified to participate in the BSN SSP draw pursuant to Clause 9.2(b) above and subsequently, select another Winner as a substitute.

10.5 For the Prizes in the form of vehicle:

- (a) The registration of ownership of the vehicle will be registered under the name of the Winner the cost of which will be borne by the Bank; and
- (b) Once the vehicle is registered under the Winner's name, the Bank shall not be held liable in any circumstances whatsoever for any damage or defect or future service including the scheduled maintenance of the vehicle.

10.6 For Prizes in the form of BSN SSP:

(a) The Winner is advised to check the details of the Prizes at any BSN Branches by presenting the notification letter issued by the Bank to the Winner and the Winner's identification document.

10.7 The Customer and/or the Winner agrees that the Bank may, from time to time, change/substitute any of the Prizes with items of similar or lower value, including different year or models, by providing Adequate Notice before the change or replacement takes effect. The decision made by the Bank in respect of the aforesaid shall be final and conclusive. Any dispute relating thereto

by the Customer and/or the Winner will not be entertained.

- 10.8 The Winner agrees that the Bank makes no representation or warranty with respect to the quality, merchantability, and/or suitability of the Prizes and the Bank shall not be responsible to provide any form of replacement of items due to defects in materials or workmanship by manufacturer under warranty or otherwise or Prizes that are lost or stolen as declared by any court of law or otherwise. The Winner shall deal directly with the manufacturer for such warranty information and/or claim without recourse to the Bank.
- 10.9 Any inquiry pertaining to the claim for the Prizes can be addressed to BSN's Head Quarter as stated in Clause 11.4 hereof.

## **11. DRAW RESULT & NOTIFICATION TO THE WINNER**

- 11.1 The results of the BSN SSP draw and the announcement of the Winners can be viewed on the Bank's Website.
- 11.2 An official written notification on the winning result may also be sent by the Bank via post to the Winner's latest address in the Bank's record within fourteen (14) days from the date of the draw result is published. The Winner may also be contacted by the Bank through electronic communication and/or any other method as deemed fit by the Bank based on the Winner's latest address/telephone number registered in the Bank's system. In the event of inconsistency between the details of the Prize in any communication made by the Bank to the Winner, the details of the Prize in the official written notification shall prevail over the other(s).
- 11.3 The "Grand Prize" Winner shall submit the following information and documents to the Bank for verification purpose in order to claim for the Prizes:
- (a) A photocopy of Identification Card (NRIC) / passport;;
  - (b) Mailing Address;
  - (c) Telephone number; and
  - (d) Any other document and/or information required by the Bank from time to time.
- 11.4 The Winner shall submit the information and documents specified in Clause 11.3 above either in person or by post to BSN Head Quarters address or fax number as stated below:
- Deposit, Payment & Financial Inclusion Department,  
Level 8, Wisma BSN  
117, Jalan Ampang,  
50450 Kuala Lumpur.  
Tel. No. : 03-20283222 Ext. 12620 / 15694  
Fax No. : 03-2028 6675
- 11.5 The Winner agrees that the Bank shall not be held responsible for any loss or damage to any documents submitted by the Winner.
- 11.6 The Customer hereby agrees that the determination of the Winner by the Bank is final and conclusive. No correspondence, queries, appeals or protest in respect thereto will be entertained.

## **12. LIABILITY**

- 12.1 The Customer hereby agrees that the Bank shall not be responsible or liable to the Customer for any loss incurred from the operation of the BSN SSP, unless such loss is directly attributed to the willful negligence of the Bank.
- 12.2 The Customer agrees to be liable for and shall fully indemnify the Bank and hold the Bank harmless against all penalties, damages, claims, losses, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which the Bank may incur as a result of:
- (a) Breach of these Terms and Conditions by Customer;
  - (b) Fraudulent acts by Customer;

- (c) Disclosure of Security Details by Customer to any other person or in any emails or on a website that does not belong to the Bank;
- (d) Failure of the Customer to take reasonable steps to keep the Security Details private and/or secure at all times;
- (e) Failure of Customer to report a breach, disclosure or compromise of the Security Details as soon as reasonably practicable upon being aware of the breach or loss respectively;
- (f) The Bank discharging a valid mandate requested by Customer;
- (g) The Bank enforcing any of its rights against Customer;
- (h) The Bank complying with any regulatory requirements; and/or
- (i) The Bank complying with any Court judgment or any Court Order, whether or not having the force of law issued by any legally constituted tribunal body entity or authority, arising from any actions or proceedings (legally or otherwise) and which are applicable to or directed to or in any way related to the Customer, and/or the Customer's BSN SSP.

12.3 The indemnities provided above shall not be applicable in relation to electronic banking transactions allowed to be carried out by the Bank to the extent that the losses, costs or expenses incurred, arising from:-

- (a) The Bank's failure to notify the Customer of their obligations to ensure the confidentiality and security of Customer's Security Details, as well as of the obligation to immediately inform the Bank in the event of a breach, disclosure or compromise of the same;
- (b) The Bank's failure to provide the Customer with adequate means to notify the Bank of any unauthorized or disputed transactions;
- (c) A technical breakdown or proven deficiency in the systems and equipment under the full control of the Bank;
- (d) A proven weakness or vulnerability in the security features and controls adopted by the Bank;
- (e) Transaction(s) that occurred after the Bank has been notified by the Customer of unauthorized transaction or of the breach, disclosure or compromise of any Security Details provided that the said breach, disclosure or compromise of Security Details was not due to Customer's own acts;
- (f) Transaction(s) that occurred prior to Customer receiving any Security Details in relation to the access and use of Customer's Account; and/or
- (g) Security Details that are forged, faulty, expired or cancelled provided that it is not due to the Customer acts or omissions.

12.4 The Customers who have subscribed to and/ or participated in any campaign in relation to BSN SSP shall be deemed to have read, understood and bound by the Terms and Conditions herein.

12.5 The Customers hereby agree that the BSN shall not be liable for any damages or losses (including but not limited to loss of income, profits or goodwill whether directly or indirectly, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, misconduct, negligence or otherwise, arising from or in connection with the BSN SSP draw or Prize.

12.6 The Customers hereby agree that the Bank's decision on all matters relating to BSN SSP and BSN SSP draw are final, conclusive and binding. No correspondence, appeals, protests or attempts to dispute the same will be entertained by the Bank in any event whatsoever.

12.7 The Customers agree that save and except for the specific Terms and Conditions stated herein, all other terms and conditions set out in the written law, rules and regulation governing the BSN SSP shall continue to apply.

### **13. RIGHT TO DEBIT ACCOUNT AND ADJUSTMENT**

The Customer hereby authorizes the Bank to earmark and to debit the Customer's Account and/or the Customer's savings and/or current account with the Bank (if any) for any amount that have been paid or credited in error into such account(s) due to the Bank's operational and/or system errors or malfunctioning and/or any other causes which is or are beyond the Bank's reasonable control, by providing reasonable notice to the Customer prior to making such adjustment.

#### **14. RIGHT TO SET-OFF**

The Customer hereby agrees that the Bank has the right to set-off or transfer any credit balance in the Customer's Account (including monetary prizes received from SSP draw (if any)) and/or the Customer's savings and/or current account with the Bank (if any) to reduce or discharge any sum due by the Customer to the Bank by providing reasonable notice to the Customer.

#### **15. FEES AND CHARGES**

15.1 Subject to Shariah, the Bank shall be entitled to impose on and deduct from the BSN SSP amount in the Customer's Account the following:

- (a) Costs, fees and/or charges on the transactions performed pursuant to these Terms and Conditions and for the services provided by the Bank in respect of the BSN SSP at such rates as may be applicable from time to time (if any); and
- (b) Any service charge and/or other amount payable by the Customer in relation to the Subscription of BSN SSP in accordance with the applicable and prevailing law as well as the rules and direction issued by the Government of Malaysia, competent authority and/or relevant regulatory body.

15.2 In reference to Clause 15.1(a) above, the Customer hereby agrees that the Bank has the right to impose (on the Customer) and/or vary such costs, fees and charges from time to time and it shall become effective on such date as the Bank may elect to adopt. Any variation to the costs, fees and/or charges will be notified by the Bank to the Customer, in the manner as deemed fit by the Bank, by giving Adequate Notice prior to the effective date of implementation through the publication at the Bank's branches and/or the Bank's Website.

#### **16. CHANGE OF PARTICULARS**

16.1 The Customer shall immediately inform the Bank of any changes of address, contact numbers and/or other particulars of the Customer, by visiting the Bank's branches, failing which the Bank shall be entitled to rely on the last known details in its record including in communicating with and/or serving any notification or court documents to the Customer.

16.2 The Customer hereby agrees that all correspondences or court documents sent to the Customer's last known address in the Bank's record is deemed to have been delivered to the Customers.

#### **17. ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM**

17.1 The Customer shall at all times ensure that no funds moving to or from the Customer's Accounts are proceeds of or will be used for and/or related to any unlawful activity that may contravene the Anti-Money Laundering Laws.

17.2 The Customer undertakes not to:

- (a) Use the Customer's Account, directly or indirectly, for transactions involving any unlawful activity;
- (b) Conceal or disguise the true nature of any unlawful activity;
- (c) Utilize any monies from the Customer's Account for any money laundering or other unlawful purposes.

17.3 The Customer agrees that the Bank has the right to request the Customer to furnish the Bank with all documents, information and authorisation that the Bank reasonably needs to open and maintain the Customer's Account for the purpose of complying with Know Your Customer (KYC), Anti-Money-Laundering and Anti-Financing-Terrorism requirements and any other laws and regulations. The Customer shall promptly notify the Bank in writing of any changes in any documents, information or authorization given to the Bank, and provide the Bank with the supporting documents and evidence of such changes.

17.4 In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, and any authorities, regulators or enforcement agencies, policies, good practice,

government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agencies, exchange bodies related to money laundering and unlawful activity, the Bank has the right to take any action it believes to be necessary which includes freezing of funds, preventing operation of an account, refusing a request for funds from the Customer, not allowing the Customer to use a product, or delaying or cancelling a transaction. The Bank is not required to notify the Customer until a reasonable time after it is permitted to do so under the Anti-Money Laundering Laws. The Bank will not be liable for any loss arising out of any action taken or any delay or failure by the Bank, in performing any of its duties or other obligations.

- 17.5 Bound by the Anti-Money Laundering Laws, the Third Party shall also ensure that the amount paid and/or payable by the Third Party to the Bank for the purpose of the Subscription of BSN SSP is not the proceed of, or will be used for and/or related to any unlawful activity that may contravene the Anti-Money Laundering Laws.

## **18. DISCLOSURE OF CUSTOMER INFORMATION AND PERSONAL DATA**

- 18.1 The Customer consents and authorises the Bank to collect, process, disclose, transfer, maintain, store and retain the Customer's personal data in accordance to the Personal Data Protection Act 2010. The Personal Data referred to in this Clause shall have the same meaning as defined under the Personal Data Protection Act 2010 ("Personal Data").
- 18.2 The Customer consents and agrees for the Bank to disclose the affairs or account of the Customer pursuant to Development Financial Institution Act 2002 and may also disclose the Personal Data of the Customer, including address, telephone number or email address for the purposes connected with the operation of the Customer's BSN SSP, including but not limited to the BSN SSP draw, winner announcement, advertising and promotional purposes relating to BSN SSP to the following parties (the "Authorized Parties"):-
- (a) Any officer, employee, agent or director of the Bank, subsidiaries, associated companies, affiliates and representatives;
  - (b) Relevant third parties such as professional advisers, strategic business partners and alliances, service providers, insurers/Takaful operator or insurance/Takaful brokers, outsourced agents, merchants, vendors, business partners and business agents who supports the operational activities of Bank and whom are under legal obligation to maintain the confidentiality of Customer' data;
  - (c) Any assignee, novatee or transferee of the Bank rights and/or obligations under any transaction between the Bank and Customer;
  - (d) Any rating agency or direct/indirect provider of credit protection to Bank;
  - (e) Any party as required by any law or any government, quasi government, administrative, regulatory/supervisory body or authority, court or tribunal;
  - (f) Any credit reference agency that Bank uses for credit assessment or credit review of the Customer and parties related to the facilities provided by Bank;
  - (g) Any financial crime references agencies, other financial institution and any of their respective agents;
  - (h) Any guarantor or collateral provider for Customer's financing facilities; and/or
  - (i) Tax authorities of the country/ jurisdiction in which the Customer's Account(s) is/are maintained and/or exchanged with any tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Customer may be the tax resident pursuant to intergovernmental agreements in which the Bank has obligation to exchange any account information.
- 18.3 The Customer hereby expressly consents to such disclosure and confirms and declares that the terms contained therein shall be subjected to the Privacy Policy which is accessible at the Bank's Website. In the event of any inconsistency between the terms contained herein with the terms as set out in the Privacy Policy, the terms and conditions in the Privacy Policy shall prevail.
- 18.4 The Customer acknowledges that the Customer has the right to:
- (a) withdraw the consent given earlier according to the process as stated in the Privacy Policy,
  - (b) request for any correction/update of Personal Data; and

(c) raise any questions regarding the use of Personal data by contacting BSN.

by contacting BSN. The Customer understands that the withdrawal of the Customer's consent as stipulated in Clause 18.4(a) above may affect the services provided by the Bank to the Customer.

18.5 The Customer agrees for and consents the Bank and/or its affiliates, to use the Personal Data and any other details provided by the Customer to the Bank for the purpose of the overall operation of the Bank relating to the Customer's BSN SSP.

18.6 The Customer agrees and authorizes the Bank to publish or display the name, picture or any other information of the Customer and/or share the same to the Bank's authorized service provider, for current and future advertising, winner announcement and promotional purposes in any manner that the Bank and/or its authorized service providers deems appropriate.

18.7 Notwithstanding anything to the contrary, the Customer and/or Third Party shall at all times be bound by the Privacy Policy available on the Bank's Website.

## **19. UNFORESEEN CIRCUMSTANCES**

Notwithstanding any other provisions herein, in the event where the Bank is unable to perform any operations or to provide any services pursuant to these Terms and Conditions due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, pandemic natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any unforeseen circumstances, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Customer and/or Third Party arising from the same.

## **20. CHANGE OF TERMS AND CONDITIONS**

20.1 The Bank reserves the right to add, delete or amend any of the provisions stated herein at any time, subject to Shariah, upon giving Adequate Notice to the Customer and/or Third Party prior to the effective date by posting at the Bank's Website, by post, by notification in the mass media, by posting the notice at the Bank's branches, by electronic transmission and/or any other method of communication that BSN thinks appropriate. Any variation, addition, deletion or amendment to the provisions herein shall be binding on the Customer and/or Third Party and the Bank is deemed to have brought these changes to the Customer's and/or Third Party's attention through the issuance of such notice. All previous Terms and Conditions shall be revoked and wholly superseded by the latest Terms and Conditions. The Customer and/or Third Party are advised to access the Bank's Website on a regular basis to ensure that the Customer and/or Third Party are up-to-date with any change or variation made to these Terms and Conditions.

20.2 These Terms and Conditions (including such amendments or additions made by the Bank from time to time) shall prevail over any provisions or details contained in any promotional materials or advertisements regarding BSN SSP.

## **21. SEVERABILITY**

21.1 If any provision of these Terms and Conditions is found to be void or unenforceable under any law or any reason whatsoever, it shall not affect the validity or enforceability of other provisions in these Terms and Conditions.

21.2 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English text or any other version of these Terms and Conditions, the English version shall prevail and be binding on the Customer.

## **22. SUCCESSORS BOUND**

These Terms and Conditions shall be binding on the heirs, permitted assigns and/or successors-in-title of the Customer, the Third Party (as the case may be) and the Bank.

## **23. GOVERNING LAW & JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and shall be subject to the exclusive jurisdiction of the Court of Malaysia.

- The End of Terms and Condition -