

GENERAL TERMS AND CONDITIONS FOR CAMPAIGN (“CAMPAIGN T&C”)

1. Axiata Digital Capital Sdn. Bhd. (Registration No. 201601006143 (1177069-D)) (“**Boost Credit**”), may offer (either directly or indirectly or solely or jointly with its partners), from time to time, cash, prize, rewards, bonus, benefits or any other promotional materials or products to Participant as part of its promotional program, survey or any marketing campaign (“**Campaign**”). For the purposes of this Campaign T&C, “Participant” shall mean any individual or entity, as the case may be, who participate, subscribe, register, purchase, sign up, uses, performs, refers, avails of any products or services that Boost Credit sells, promotes, offers, designs, upgrades, updates and provides from time to time. Boost Credit shall include to mean its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of Boost Credit.
2. These terms and conditions (and any other Campaign specific terms and conditions, if any) shall govern the terms of any Boost Credit’s Campaign. Boost Credit reserves the sole and absolute right to withdraw, amend, alter, modify, omit and/or vary any part or the whole of the terms and conditions of any Campaign without prior notice to the Participant and Participant shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof and any other Campaign specific terms and conditions issued by Boost Credit from time to time.
3. Boost Credit at all times reserves the sole and absolute right to verify, confirm, remove, validate each Participant (including but not limited to any of its submission) as to whether the participant qualifies as a Participant under this Campaign. Entry for the Campaign is only open to an eligible Participant as described under the respective terms and conditions.
4. Any and all decision made by Boost Credit in relation to every aspect of the Campaign, shall be final, binding and conclusive. Any subsequent correspondences, protest, appeals or enquiries will not be entertained.
5. Boost Credit will not request for any personal banking details such as credit card/debit card number and bank transaction authorization code (TAC), password, personal identification number (PIN) or one-time password (OTP) for the Participant to claim the prize (if any) or for any reason whatsoever in respect of the Campaign. Please do not share your banking details with anyone. However, Boost Credit may request for your bank account number and name of the account holder for purposes of awarding the reward to the Participant.
6. Boost Credit reserves the right to cancel, withdraw, terminate or suspend the Campaign at any time upon giving adequate notice in any manner it deems necessary. For the avoidance of doubt, cancellation, withdrawal, termination or suspension of the Campaign shall not entitle any of the Participant to any claim or compensation against Boost Credit for any losses or damages suffered or incurred by the Participant as a direct or indirect result of the act.
7. In the event Boost Credit deems that Participant may fail or has failed to comply with any terms and conditions of the Campaign, Boost Credit reserves the right to, amongst others, forfeit or cancel any prize, products, benefits, or materials given pursuant to any Campaign, or select another Participant without assigning any reasons to the Participant.
8. Boost Credit shall not be liable for any claim by Participant or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental, or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with any Campaign.

9. Boost Credit shall not be liable for loss or damage to property or any personal injury or loss of life resulting from or in connection with any Campaign.
10. Participant hereby irrevocably and unconditionally acknowledges and agrees that Boost Credit reserves the rights at any time to reject, decline or disqualify a Participant's participation of any Campaign if (i) the Participant is found or suspected of tampering with the Campaign mechanics or the operation of the Campaign; (ii) Participant who do not meet the eligibility requirements or do not comply with these terms and conditions; (iii) the Participant is found or suspected of undertaking fraudulent activities or other activities harmful to the Campaign; (iv) the Participant is in breach of its obligations or any terms and conditions of the Campaign; or (v) the information provided by the Participant is not true, accurate and complete.
11. Notwithstanding anything herein, Boost Credit reserves the right to reject any participation of the Participant at any time at its sole and absolute discretion without assigning any reasons whatsoever and shall not be liable for such rejection.
12. Boost Credit does not take any responsibility in the event Participant is prevented from participating in any Campaign, as a result of certain technical restrictions or other limitations specific or in the event of a force majeure which is including but not limited to regulatory and/or government directive, act of God, pandemics or any event beyond the reasonable control of Boost Credit.
13. Boost Credit disclaims any liability arising from the products or services purchased by the Participant from third party merchants and to the fullest extent permitted by law, Boost Credit expressly excludes and disclaims any representations, warranties, or endorsements express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of such products. Participant expressly understands and agree that any Campaign and the platform are provided on an "as is" and "as available" basis.
14. By participating in this Campaign, Participant agrees that the Participant has read, agrees to and accepts the terms of Boost Credit's Privacy Notice (click [here](#) to view and read the Privacy Notice, alternatively it is also available on Boost Credit's website), and the Participant consents and authorizes Boost Credit, to collect, use, store, disclose, and process the Participant's personal data provided and obtained on any of the Boost Credit platform in accordance with the Privacy Notice. For the avoidance of doubt, "personal data" includes all data defined within the Personal Data Protection Act 2010 and the Privacy Notice, including all data that the Participants had disclosed to Boost Credit under this Campaign. In addition to this, Participants agree and consent to his/her personal data or information being collected, processed and used by Boost Credit for:
 - (a) the purposes of the Campaign; and
 - (b) marketing and promotional activities conducted by Boost Credit, including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, Participant agree to co-operate and participate in all advertising and publicity activities of Boost Credit in relation to the Campaign.
15. The Participants participation in this Campaign also signifies his/her agreement to access the platform at regular intervals to view the Privacy Notice and these terms and conditions and to ensure that they are kept up to date with any variations or changes which Boost Credit may affect from time to time.

16. All confidential information relating to this Campaign and furnished by one party to the other shall be kept in strict confidentiality by the receiving party and shall not be disclosed to any third party otherwise than to carry out the provisions of this Campaign. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
17. Participant hereby irrevocably and unconditionally agrees that the Participant shall at all times comply with all applicable laws, rules, directives, regulations, policies, procedures, code of conduct, declaration, guidelines and/or requirements, including all amendments and variations thereof, whether expressly provided by Boost Credit or otherwise or by an authority, which will in any way affect this Campaign including but not limited to such relating to health and safety, anti-bribery, anti-corruption, anti-money laundering, privacy, data protection, ethical practice, code of conduct, best practices, anti-trust and competition.
18. The Participant shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to the Malaysian Anti-Corruption Commission Act 2009, the U.S. Foreign Corrupt Practice Act of 1977 and the United Kingdom Bribery Act of 2010 as well as all other applicable laws, rules, regulations, ordinances, and codes and any anti-bribery and anti-corruption terms or policies that applies to the Participant or Boost Credit from time to time. Participant must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision Participant agrees to allow Boost Credit or the relevant authorities or both to access and inspect Participants books and records to audit and verify the Participants compliance. Participant shall promptly notify Boost Credit if they become aware of any breach and Participants agrees that any non-compliance shall be deemed as a material breach of this provision. Upon any breach of this provision, Boost Credit may immediately reject, disqualify, invalidate, terminate the participation, the Participants submission, this Campaign or the reward(s) without any ensuing obligations nor liabilities.
19. All information provided, populated or furnished from Participant to Boost Credit for the transaction anticipated and subsequently performed under this Campaign are true, accurate and complete and should there be any changes in this information, the Participant will immediately provide the updated information to Boost Credit in writing. Participant agrees and acknowledges that Boost Credit will not be liable for any of the information provided by Participant that may result in the disqualification of Participant's participation of any Campaign including but not limited to incorrect information and fraudulent information provided.
20. Except as expressly mentioned herein, Boost Credit shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this Campaign.
21. The Participant acknowledges that the Campaign is subject to resource availability, including, without limitation, availability of the platform. Boost Credit does not make any warranty on the performance and capability of its platform.
22. All prizes, benefits or promotional materials or products offered under any Campaign are not exchangeable for cash or in kind, non-transferable and shall be subject to availability (where applicable), unless stated otherwise in the Campaign terms and conditions. Boost Credit reserves the sole right to substitute and replace any such prize, benefits, rewards, bonus, or promotional materials or products offered with another prize, benefits, rewards, bonus or promotional materials or products as Boost Credit deems fit.

23. The terms, conditions or contents for any Campaign may be provided by a third party. Participants' participation in the relevant Campaign shall be further subjected to the participating third party's terms and conditions. Boost Credit does not filter or edit such content and Boost Credit does not accept any responsibility for misleading or incorrect information provided by a third party regarding this Campaign. Participant acknowledges that Boost Credit is under no obligation to censor the content or information provided. Boost Credit disclaims all liability in relation to the content provided.
24. In the event any of the provision in these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
25. No delay or indulgence by Boost Credit in enforcing any terms or conditions herein shall constitute waiver by Boost Credit of Participant's breach of these terms and conditions.
26. Participant shall indemnify and keep the Boost Credit fully indemnified from and against all actions, suits, claims or demands, proceedings, losses, damages, compensation, costs (including reasonable legal cost), charges and expenses whatsoever to which the Boost Credit shall or may become liable in respect of or arising from any non-compliance or breach by Participant, its officers, agents, or employees of any provisions under this Campaign or any applicable laws in the performance of any of its obligations under this Campaign.
27. Further, to the fullest extent permitted by law, Boost Credit excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or any platform, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to Boost Credit, injury or damage to Participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Campaign. The use of any automated entry software or any other mechanical or electronic means that allows a Participant to automatically enter repeatedly is prohibited and will render all entries submitted by that Participant invalid. The Participant agrees that Boost Credit shall be entitled to disclose any information or data disclosed by the Participant in accordance with Boost Credit's privacy policy. The Participant is entitled to withdraw such consent in the procedure as prescribed by Boost Credit from time to time.
28. The Participant shall be solely liable and responsible for all bank charges and commission, applicable income tax, levies and/ or statutory deductions.
29. The Participant shall at all times exercise all reasonable skill, care, and diligence in the discharge of its obligations under this Campaign.
30. The Participant has duly obtained and shall ensure that it shall obtain all necessary consents, licenses, intellectual property rights and authorisations to participate, offer and undertake its role and responsibilities under this Campaign.
31. No media releases, marketing, publicity and press release related to this Campaign, or the transactions contemplated herein will be issued by Participant without the prior written approval of Boost Credit.
32. Participant must seek the Boost Credit's prior written approval before using or causing its company to use the Boost Credit's trademark, trade secret, sign, logo, get-up, domain name, contact details, Participant's information, or any mark that may serve to reference or identify Boost Credit, unless have been provided.

33. This terms and conditions shall be governed by the laws of Malaysia and any dispute arising out of or in connection with the campaign shall be referred to the exclusive jurisdiction of courts of Malaysia.
34. Participants hereby irrevocably and unconditionally agree and acknowledge that their continued participation in this Campaign constitutes their continued acceptance of these terms and conditions and any specific campaign term and conditions relevant to the Campaign that it is participating towards (as updated from time to time on the platform).

REWARDS TO NO END WITH BOOST CREDIT CAMPAIGN TERMS & CONDITIONS ("Rewards To No End With Boost Credit Campaign")

1. This Rewards To No End With Boost Credit Campaign is held by Axiata Digital Capital Sdn. Bhd. (Registration No. 201601006143 (1177069-D)) ("**Boost Credit**"). By participating in this Campaign, the Participant (as defined below) hereby irrevocably and unconditionally agrees to be bound by all the terms and conditions hereof and it is made up of the following documents and are collectively to be construed as one agreement. If there is any conflict or inconsistency between any of the terms and conditions, that conflict or inconsistency will be resolved in accordance with the following order of precedence: (i) General Terms and Conditions for Campaign ("**Campaign T&C**"); and (ii) the relevant Boost Credit Financing (as defined below) and/or Insurance (as defined below) Terms and Conditions ("**Boost Credit Product T&C**").

This Rewards To No End With Boost Credit Campaign is in addition to any other ongoing campaigns held by Boost Credit. Participants who participate in this campaign as described herein and during this campaign period may be entitled to an additional financing limit amount on their next financing product(s) as successfully subscribed with Boost Credit.

Campaign Period

2. This Rewards To No End With Boost Credit Campaign shall commence from 16 November 2022 to 31 December 2022 (both dates inclusive) ("**Campaign Period**"). Any extension or reduction of thereof shall be at the sole discretion of Boost Credit.

Eligibility

3. This Rewards To No End With Boost Credit Campaign is applicable to (i) all Malaysian citizens aged 18 years and above; (ii) a participant who has applied and successfully subscribed to the Boost Credit's financing products ("**Boost Credit Financing**") and/or has successfully purchased the insurance/Takaful products that are promoted by Boost Credit ("**Boost Credit Insurance**") via Boost Credit's online platform, and executed the relevant Boost Credit Product T&C; and (iii) a participant who has obtained for Boost Credit's Capital financing during the Campaign Period ("**Customer**").

The following person(s) are NOT eligible to participate in this Rewards To No End With Boost Credit Campaign:

- a) where the Boost Credit account(s) is delinquent, suspended, cancelled, or the Boost Credit account holder is in breach of any terms and conditions herein and/or its Boost Credit Product T&C during the Campaign Period;
- b) Boost Credit account holders who are in default of any facility granted or disbursed by Boost Credit at any time;
- c) Customer is already a customer on Boost Biz Sdn Bhd platform and has applied and received a Capital financing on Boost Biz Sdn Bhd's platform; or
- d) permanent and contract employees of Axiata Group Berhad's group of companies and their immediate family members (spouses, parents, children, siblings and their respective spouses, regardless of where they live) are not eligible to participate in this Campaign.

Campaign Mechanics

4. The Rewards To No End With Boost Credit Campaign mechanics are as follows:
- (a) In order for a Customer to be entitled for the Gift (as set out in the table under paragraph 5 below) under the Rewards To No End With Boost Credit Campaign, the Customer must:
- (i) apply for the relevant Boost Credit's Capital Product T&C during the Campaign Period via Boost Credit's online platform at <https://credit.myboost.co/pasar/capital>
 - (ii) upload a copy of their bank statement(s) in the application journey during the Campaign Period;
 - (iii) successfully obtains the Boost Credit's Capital financing within the amount of RM 10,000.00 to RM100,000.00;
 - (iv) executes the relevant Boost Credit Product T&C and the relevant terms and conditions as provided by Boost Credit anytime before 31 December 2022;
 - (v) receive the disbursement of the Capital financing amount no later than 10 January 2023;
 - (vi) at all times comply with the Boost Credit Product T&C and the relevant terms and conditions as determined by Boost Credit; and
 - (vii) not cancel, reject or perform early settlement any time before 10 January 2023.
5. Where Paragraph 4 has been successfully complied with, the Customer may be entitled to receive the following gift under this Campaign ("**Gift**"). During the Campaign Period, the potential entitlement of the Customer as a matter of illustration purposes may be based on the table below:

| Boost Credit Financing | Financing Amount | Gift | Quantity |
|-------------------------|--|-------------------------|----------|
| Capital by Boost Credit | Uploads a copy of their bank statement and obtains a financing amount between RM 10,000.00 to RM 99,500.00 | RM 100.00 cash reward | 230x |
| Capital by Boost Credit | Uploads a copy of their bank statement and obtains a financing amount of RM 100,000.00 | RM 1,000.00 cash reward | 15x |

6. The Gift is on a first come, first serve basis, subject to availability. The Customer that successfully complies with Paragraph 4 may be considered as a successful Customer under this Campaign and may be entitled to the Gift.
7. The successful Customer will be notified by Boost Credit via email and/or phone call. The Gift may be credited directly into the successful Customer's bank account (as provided), on or after 15 January 2023. The Gift under this Campaign is non-transferable and non-exchangeable. Boost Credit reserves the right to amend, substitute and replace the value or the type of the Gift in whole or in part at any time without giving any prior notice to the successful Customer.
8. A successful Customer is entitled to receive only one (1) Gift throughout the duration of this Campaign Period and is subject to availability.
9. Any reference made to a Customer or successful Customer in this Rewards To No End With Boost Credit Campaign T&C shall mean a Participant as defined in the Campaign T&C.