

## TERMS & CONDITIONS FOR KFH ICM Year End Bonanza Campaign 2022 (“CAMPAIGN”)

KFH ICM Year End Bonanza Campaign 2022 is organised by Kuwait Finance House (Malaysia) Berhad (Company Reg. No: 200401033666) (“KFH Malaysia”) and is subjected to the Terms and Conditions herein.

### 1. DEFINITION

- 1.1. **“Campaign Period”** refers to the Campaign duration date from 00:00 hours (GMT+8) on 1 October 2022 until 23:59 (GMT+8) hours on 31 December 2022.
- 1.2. **“KFH Malaysia / the Bank”** means Kuwait Finance House (Malaysia) Berhad (Company Reg. No.: 200401033666).
- 1.3. **“Eligible Participant”** is defined as an individual customer who has opened KFH Commodity Murabahah Deposit-i and KFH Libshara Account-i (including a joint account).
- 1.4. **“Promotional Rate”** refers to profit rate offers by KFH Malaysia during the Campaign period.
- 1.5. **“Fresh Funds”** means monies or funds that are transferred from other banks into any deposit accounts with KFH Malaysia and it shall not be more than seven (7) calendar days prior to placement into the ICM Deposit account.
- 1.6. **“Existing Funds”** means monies or funds originate from any deposit / investment accounts maintained with KFH Malaysia.
- 1.7. **“Board Rate”** refers to the current profit rate published at the Bank’s website and bank branches.
- 1.1. **“Ear-marked”** refers to ICM profit payment to be held in KFH Libshara Account-i until end of ICM maturity.

### 2. CAMPAIGN PERIOD

- 2.1. The Campaign runs from **1 October 2022 until 31 December 2022 (“Campaign Period”)** or upon reaching the Campaign limit of **RM60 million**, whichever is earlier.
- 2.2. **“KFH Malaysia / the Bank”** reserves its discretion to vary or amend the Campaign Period at any time with prior notice, without assigning any reasons whatsoever.

### 3. ELIGIBILITY AND PARTICIPATION

- 3.1. The Campaign is open to new and existing customers of the Bank (**“Eligible Participants”**). Individual customer who has attained the age of 18 years old including joint accounts (Residents and Non-Residents).
- 3.2. New and existing customers who opt to participate in this Campaign are required to open an account at any of the Bank’s branches during working hours and maintain the following account(s):
  - a. KFH International Commodity Murabahah Deposit-i (“ICM”), AND
  - b. KFH Libshara Account-i.

- 3.3. The advance profit payment will be credited into KFH Libshara Account-i after trading date and to be (“Ear-marked”) until end of ICM maturity.
- 3.4. Placement in the Campaign cannot be used as a collateral for any financing facility.

**4. PARTICIPATING PRODUCT INFORMATION**

**KFH International Commodity Murabahah Deposit-i (ICM)**

KFH International Commodity Murabahah Deposit-i is a fixed rate term deposit account based on Shariah concept of Murabahah (Cost Plus Profit Sale) and Tawarruq where the profit rate and profit amount is made known to customer upfront. It is the only Islamic term deposit product where the profit rate is made known upfront (for other Islamic products, customer will only able to know the actual profit rate upon maturity of the tenure).

**KFH Libshara Account-i**

KFH Libshara Account-i is a savings account based on Shariah concept of Murabahah (Cost Plus Profit Sale) and Tawarruq where the profit rate and profit amount is made known to customers upfront. In addition, the Principal and Profit portions for this deposit are guaranteed. Customers also have the opportunity to participate in the Libshara draws and stand a chance to win a monthly, quarterly and grand draw prizes during respective stipulated period.

**Shariah Concept**

The Shariah Concepts used are *Murabahah (Cost Plus Profit Sale)* and *Tawarruq* whereby a specific asset will be identified and used as an underlying asset for the sale and purchase transactions between the Bank and the customer. Under this contract, customer authorises the Bank to enter into a transaction on the customer’s behalf based on the agreed Terms and Conditions. The Bank as an agent will purchase the commodity from a broker at spot value. The Bank will then offer to the customer to buy the commodity at cost plus profit which is to be paid on the specific deferred payment date. The Bank will then sell the commodity to another broker for settlement spot value. On the deferred payment date, the Bank will pay the customer the sale price amount, which consists of cost (principal) plus profit.

**5. CAMPAIGN MECHANISM**

- 5.1. The ‘eligible’ deposit amount must be from (“Fresh Funds”) and (“Existing Funds”). The Funds placement amount requirement for the Campaign is as follows:

Minimum placement amount	RM5,000.00 per eligible participant
Maximum placement amount	RM3 million per eligible participant

*Note: Subject to availability of the Campaign fund limit of RM60 million, whichever is earlier.*

5.2. The promotional profit rate offered under the Campaign are as follows:

Profit rate (“Promotional Rate”)	ICM Tenure	Profit Payment	Duration (“Earmarked”) in Libshara
3.01% p.a.	6 months	In Advance	6 months
3.05% p.a.	9 months		9 months
3.25% p.a.	12 months		12 months

5.3. The detailed requirements to become the Account Holder(s) of the participating account(s) for New and Existing customer(s) are stipulated below:-

Eligible products	Campaign Criteria	Profit Payment	Duration
KFH ICM Deposit-i	The funds placement: Minimum of RM5,000.00 per Eligible Participant	Full Advance Profit payment to be (“Ear-marked”) in KFH Libshara Account-i	6 / 9/ 12 Months Tenure
KFH Libshara Account-i	<ul style="list-style-type: none"> <li>- The Profit from ICM will be credited into KFH Libshara Account-i. This amount will be (“Ear-marked”) until the end of ICM tenure.</li> <li>- Customers will still enjoy Profit from KFH Libshara Account-i and have an opportunity to win cash prizes of the KFH Libshara account-i draws.</li> </ul>		6 / 9/ 12 Months Tenure

#### Illustration

Tenure	6 Months	9 Months	12 Months
Principal (RM)	RM150,000.00	RM150,000.00	RM150,000.00
Profit rate (“Promotional Rate”)	3.01% p.a.	3.05% p.a.	3.25% p.a.
Advance Profit Payment (RM) will be credited into Customer’s KFH Libshara Account-i and will be (“Ear-marked”) until end of ICM maturity	RM2,257.50	RM3,431.25	RM4,875.00
Duration of ear-marked / hold in KFH Libshara Account-i	6 Months	9 Months	12 Months

5.4. The promotional profit rate is applicable for one (1) cycle only. Upon maturity, the principal amount will be credited into KFH Libshara Account-i. For ICM renewal, the (“Board Rate”) for ICM shall applies.

5.5. Deposit placements under the Campaign which are uplifted / withdrawn, in part or in full from the ICM Deposit Account or prematurely during the tenure period, will not be entitled to enjoy any profit whatsoever and any profit credited prior to the premature withdrawal of the ICM will be deducted from the principal amount

before the ICM principal sum is to be released to the Eligible Participant as stated in the Terms and Conditions for ICM Deposit-i Accounts.

- 5.6. The Campaign Rates may be revised accordingly to reflect changes in the Overnight Policy Rate (OPR) as set by Bank Negara Malaysia, if any, during the (“Campaign Period”).

## 6. GENERAL

- 6.1. The Bank reserves its rights 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 maximum of twenty-one (21) calendar day’s prior notice. The Bank may give such notice or communication to Participants through any modes or methods deemed appropriate including but not limited to by post, notification in the mass media, notice at the Bank’s branches, notice in the periodic statement of account, electronic transmission (including via facsimile, emails, mobile phones, other devices or the internet) notice at the Bank’s website, ATM or other terminals under the control of the Bank. These Terms and Conditions can be accessed at [www.kfh.com.my](http://www.kfh.com.my).
- 6.2. The Bank reserves the right to cancel terminate or suspend the Campaign for any reason whatsoever, with prior notice. For the avoidance of doubt, cancellation, termination or suspension of the Campaign by the Bank, the Participants are not entitled to claim or seek compensation against the Bank or any of its affiliates for any loss or damage suffered or incurred as a direct and indirect result of the act of cancellation, termination or suspension.
- 6.3. These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials (including but not limited to, printed flyers or buntings), or any advertisements on this Campaign.
- 6.4. By participating in this Campaign, Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions and any decision of the Bank.
- 6.5. 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 in all disputes arising out of or relating to this Campaign.
- 6.6. Save and except for the specific Terms and Conditions stated herein for the said Campaign, all other Terms and Conditions governing the Bank’s products shall continue to apply.
- 6.7. ICM and Current / Saving Account (CA/SA) are eligible for protection by PIDM up to RM250,000 for each depositor.