<u>Terms and conditions for Investment-Linked Products (ILP) Cashback Campaign</u> (hereinafter referred to as the "Campaign")

The Campaign is organized by Sun Life Malaysia Assurance Berhad [Registration No. 199001005930 (197499-U)] and Sun Life Malaysia Takaful Berhad [Registration No. 200501012215 (689263-M)] (hereinafter referred to as "**SLM**") and subject to the following terms and conditions.

1. The Campaign Period

The Campaign runs from 1 April 2021 until 31 December 2021, both dates inclusive (hereinafter referred to as the "**Campaign Period**"). SLM reserves the right to change the commencement date and expiry dates of the Campaign Period with reasonable notice period.

2. Eligibility

- a) The Campaign is open to selected SLM's customers who fulfil the following criteria (hereinafter referred to as the "Eligible Customers"): -
 - (i) who purchase/participate in investment-linked plan(s) which is underwritten/managed by SLM (hereinafter referred to as "**ILP Plan**");
 - (ii) whose ILP Plan policy/contract status is in-force;
 - (iii) who are 18 years old and above (as at the commencement of the Campaign Period);
 - (iv) who have received the invitation of the Campaign via Multimedia Messaging Service (MMS) and/or Short Message Service (SMS) and/or call from SLM;
 - (v) whose ILP Plan payment method is other than credit card payment; and
 - (vi) who are Malaysian citizens or permanent residents of Malaysia.
- b) Permanent and/or contract employees of SLM who fulfil the above criteria are also eligible to participate in the Campaign.

3. The Campaign

- a) The Campaign offers RM50.00 cashback to the Eligible Customers (hereinafter referred to as "Cashback") who have successfully converted their ILP Plan payment method to credit card auto-billing and upon the first successful deduction of the ILP Plan premium/contribution via credit card ("Successful Eligible Customers").
- b) The Successful Eligible Customers will be notified via Short Messaging Service (SMS) and/or email to the Successful Eligible Customers' mobile number and/or email in SLM's records during the Campaign Period on the steps to update payout account to receive the Cashback within thirty (30) days after the first successful deduction of the ILP Plan premium/contribution from the Successful Eligible Customers' credit card account.
- c) Reasonable efforts will be made to contact the Successful Eligible Customers for the purpose of notification on steps to update payout account as per Clause 3(b) above. If a Successful Eligible Customer cannot be contacted after three (3) reminders via SMS and/or email to the Successful Eligible Customer's mobile number and/or email in SLM's records during the Campaign Period, at the absolute discretion of SLM, such Successful Eligible Customer will no longer be eligible to receive the Cashback. SLM shall not be held liable in any manner whatsoever to the Eligible Customers and/or the Successful Eligible Customers for any loss or damages howsoever arising in connection with the Campaign (including loss of opportunity and consequential loss flowing therefrom) and damage suffered in the event the Successful Eligible Customers cannot be reached.

- d) The Cashback will be credited to the Successful Eligible Customers' bank account as updated by the Successful Eligible Customers in SLM's records within sixty (60) days after the first successful deduction of the premium/contribution for the ILP Plan from the Successful Eligible Customers' credit card account.
- e) Each Successful Eligible Customer is only entitled to receive Cashback once.
- f) For the avoidance of any doubt, SLM shall not be liable for any telco charges, roaming or phone charges which is to be borne by the Eligible Customers and/or the Successful Eligible Customers, whether in or outside Malaysia.

4. Other Conditions

- a) By participating in the Campaign, the Successful Eligible Customers are deemed to have read, understood and agreed to be bound by these Terms and Conditions.
- b) Any and all decision made by SLM in relation to every aspect of the Campaign shall be final and conclusive. Any subsequent correspondences, protest, appeals or enquiries will not be entertained.
- c) SLM shall not be held liable in any manner whatsoever for any loss or damages howsoever arising in connection with the Campaign. Furthermore, SLM shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of SLM.
- d) SLM reserves the right to cancel, terminate or suspend the Campaign upon giving adequate notice. For the avoidance of doubt, cancellation, termination or suspension of the Campaign shall not entitle any of the Eligible Customers and/or the Successful Eligible Customers to any claim or compensation against SLM for any losses or damages suffered or incurred by the Eligible Customers and/or the Successful Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
- e) SLM reserves the rights upon giving adequate notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) ("Amendment") any of the terms and conditions herein. Notification to the Eligible Customers and/or the Successful Eligible Customers in respect of the Amendment shall be effected at SLM's absolute discretion through any one of the following means of communication, namely, by ordinary mail or email to the Eligible Customers' and/or the Successful Eligible Customers' last known address or registered email address with SLM or by effecting an advertisement regarding the Amendment in one newspaper of SLM's choice, or via SLM's website or by any other means of notification which SLM may select and the Amendment shall be deemed as binding on the Eligible Customers and/or the Successful Eligible Customers as from the date of notification of the Amendment or from such other date as may be specified by SLM in the notification.
- f) Each Successful Eligible Customer agrees to indemnify, release and hold harmless SLM, its holding, subsidiary or related companies as defined in the Companies Act 2016, directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Successful Eligible Customers' participation in the Campaign,

receipt of the Cashback, or otherwise in connection with the Campaign or violation of these Terms and Conditions.

- g) It will be the Eligible Customers' and/or the Successful Eligible Customers' responsibility to ensure their contact details are current and updated in the records with SLM. Should an Eligible Customer's and/or the Successful Eligible Customers' contact details changed during the Campaign Period, the Eligible Customers and/or the Successful Eligible Customers must notify SLM directly and update their contact details accordingly. SLM shall not be responsible to the Eligible Customers and/or the Successful Eligible Customers for any loss (including loss of opportunity and consequential loss following there from) suffered in the event the Eligible Customers' and/or the Successful Eligible Customers contact details in the record is not current or correct.
- h) The Eligible Customers and/or the Successful Eligible Customers acknowledge, understand and agree that their details may be shared by SLM for the purposes of the Campaign. Any Eligible Customers' and/or the Successful Eligible Customers' information or personal data ("Personal Data") provided by the Eligible Customers and/or the Successful Eligible Customers to SLM in connection with the Campaign shall be kept confidential except for any activities mentioned thereto. SLM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Eligible Customers' and/or the Successful Eligible Customers' Personal Data and shall at all times comply with the requirements of the Personal Data Protection Act 2010.
- i) In the event of any complaints related to the Campaign, the Eligible Customers and/or the Successful Eligible Customers may contact SLM's Customer Service Unit bearing the following address, telephone number and email address: -

Sun Life Malaysia Assurance Berhad Sun Life Malaysia Takaful Berhad Level 8, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur. Telephone: 1300 88 5055 (8:30AM – 5:00PM) Email: wecare@sunlifemalaysia.com

j) These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and Eligible Customers and/or the Successful Eligible Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.