

TERMS AND CONDITIONS

AmBank BizRACE Season 4

The AmBank BizRACE Season 4 (“the BizRACE”) is organised by AmBank (M) Berhad (“AmBank” or “the Bank”). As part of the BizRACE, Participants stand a chance to win up to RM2 million worth of prizes

Eligibility Criteria

The BizRACE is open to registered companies throughout Malaysia. The following however, shall not be eligible for the BizRACE:-

- a. a business and/or company which is incorporated or established outside Malaysia;
- b. a business and/or company which is not registered with the relevant registry(ies) and/or authority(ies) (where applicable) and/or which has not been granted the relevant license(s) and/or approval(s) and/or permit(s) (where applicable) for the carrying on of its business of that nature and type;
- c. a business and/or company which are engaged in illegal activities;
- d. a business and/or company in respect of which winding-up proceedings (whether voluntary or not) has been commenced;
- e. a business and/or company whose director(s) is/are financially insolvent or where bankruptcy proceedings have been commenced against him/ her;
- f. permanent or contract employees of the Bank or any of its subsidiaries and/or their representatives and/or agents including their immediate family members and family members of judges of the BizRACE and any business and/or company in which any of the above person(s) is a director or partner or having such similar position or control; and
- g. any other category of person(s) or body(ies) as the Bank may decide to exclude at its sole and absolute discretion without assigning any reason whatsoever.

Selection of Participants

1. Any relationship with AmBank and/or its group, subsidiaries and/or with the judges or mentors or decision-makers of the BizRACE shall be disclosed and declared in writing during the application and if at any time after the application, such relationship is discovered by the participants, the participants shall disclose the same to AmBank immediately. AmBank reserves the right to reject any application and/or to terminate the participation of any participants should such a relationship be discovered which was not disclosed.

2. Only participants that have been shortlisted will be notified. The tentative date of notification shall be one week after each pitching session or any other date as AmBank may decide at its sole and absolute discretion.
3. The judges and/or AmBank's decision on all aspects of the BizRACE including the finalists and the winners shall be final. No appeals or correspondences in relation thereof shall be entertained.
4. In the event the finalists and/or the winners for any reason whatsoever cannot be contacted, AmBank reserves the right at its sole and absolute discretion to review and select other participants as substitutes.
5. AmBank shall not be responsible or liable in any manner whatsoever for any failure or delay in the commencement of the BizRACE and/or for any change in the mentors, judges, Pitch Out dates and any other important events of the BizRACE.

Prizes

1. Delivery of prizes will take place according to the schedule and requirements stipulated by partners and sponsors of the AmBank BizRACE program.
2. Prizes are non-refundable, non-returnable, non-exchangeable for cash and non-transferable to any parties.
3. The Bank and its partners reserve the right to amend the Prizes (to one of equivalent value) as required by the circumstances.

Authorisation for Use of Image and Voice

The participants, hereby grant permission to AmBank BizRACE organisers:-

1. to use their image, likeness and sound recorded on audio or video tape for the purpose of the BizRACE, without payment or any other consideration;
2. to use their image which may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein their likeness appears;
3. to use their organisation's logo and other corporate branding visuals in any marketing and promotional materials. Photographic, audio or video recordings may be used for marketing and as promotional material in print, video and online; and
4. to use materials containing their image, likeness and sound in diverse initiatives for the current and future AmBank BizRACE initiatives. There is no time limit on the validity of this release nor is there any geographical limitation on where these materials may be distributed.

General Terms and Conditions

1. By participating in the BizRACE, the participants agree to be fully bound by and unequivocally accept all the terms and conditions herein (“the Terms”) including any additions, deletions, amendments or variations thereto.
2. The participants hereby irrevocably authorise and permit the Bank to provide, use and/or store any information concerning them and their applications for the purpose of processing their applications and any matters in relation to the BizRACE, and/or as may be required by any law and/or directives from the relevant authorities and/or bodies.
3. The participants hereby irrevocably authorise and permit the Bank and/or its affiliates to check the credit standing of their participating company and themselves, dealings and credit standing with whatsoever companies, individuals, agencies, financial institutions or other bodies and to obtain therefrom such information as may be required by AmBank, whether by way of oral communication or through documents.
4. The participants hereby agree and undertake to fully indemnify and hold AmBank and sponsors harmless at all times against any claims, proceedings, damages, losses and/or costs whatsoever (including legal fees on a solicitor-client basis) that may arise in connection with or as a result of any misconduct, misrepresentation or breach by the participants of any term or warranty whatsoever hereunder.
5. The participants hereby agree that AmBank and the sponsors shall not be liable for any damages, losses, costs, expenses, claims and/or liabilities whatsoever (whether direct, indirect, special or consequential and whether foreseeable or not) arising out of or in connection with the BizRACE.
6. AmBank reserves the right at its sole and absolute discretion to vary, delete or add to all or any of the Terms at any time with prior notice. AmBank reserves the right at its sole and absolute discretion to cancel, terminate, extend or suspend the BizRACE in whole or part, at any time and without prior notice and the participants shall by virtue of their participation in the BizRACE be deemed to have fully agree and unequivocally accepted the said additions, deletions, variations and/or amendments. For the updated version of the Terms, please visit www.ambankbizclub.com from time to time. In the event of any inconsistency or repugnancy between the Terms hereunder and the updated version(s), the latter shall prevail but only to the extent of such inconsistency or repugnancy thereof.
7. By participating in the BIZRACE, all participants agree and undertake that they shall not commit any actions which may give rise to contractual and/or tortious claims, which includes making any derogatory remarks or comments, whether written or oral, regarding AmBank or the AmBank BizRACE program, its current or former officers, directors, employees, agents, or partners and sponsors, or its business or operations.