

TERMS AND CONDITIONS ZERO-INTEREST INSTALMENT PLAN (“ZIIP”)

- 1) This promotion is valid from 1 October to 31 December 2011 (“Promotion Period”) or while stocks last.
- 2) Brightstar Distribution Sdn Bhd (“the Merchant”) has been appointed by Public Bank Berhad (“the Bank”) as the Merchant and the Merchant is responsible to make available to the Public Bank credit cardholders (“the Cardmember”) all the items featured in this ZIIP during the Promotion Period and shall be responsible for the sale and delivery (where appropriate) of the respective item(s).
- 3) The items featured in this ZIIP are available to be purchased by Malaysian citizens only holding a Public Bank credit card.
- 4) The details and particulars provided by the Cardmember in the ZIIP shall be deemed final and irrevocable and the Merchant and the Bank shall rely on the same.
- 5) The items featured in this ZIIP are subject to stock availability, sufficient Credit Line in the Principal Cardmember’s credit card account and acceptance of the ZIIP by the Bank and the Merchant.
- 6) Upon acceptance of the ZIIP, the Cardmember hereby agrees with the Bank as follows :
 - 6.1 The Bank is authorised to make payment to the Merchant immediately;
 - 6.2 Each instalment payment shall be charged monthly by the Bank to the Cardmember’s credit card account; and
 - 6.3 In the event that the Cardmember’s available Credit Line has been exceeded when the instalment payable is charged to the Cardmember’s credit card account, the Cardmember shall take all necessary steps to regularise his/ her credit card account before the next monthly instalment payment due date, failing which all outstanding instalments or monies due and owing under this ZIIP herein shall immediately become due and payable by the Cardmember and shall be charged to the Cardmember’s credit card account without further reference to the Cardmember.
- 7) Upon acceptance as aforesaid, the Bank shall charge the Principal Cardmember’s credit card account for the purchase price of the item(s). The transaction details will appear on the Cardmember’s credit card monthly statement of account.
- 8) The Bank shall effect the necessary periodic payments by charging the Cardmember’s Public Bank credit card for all payments pursuant to this Promotion to the Merchant. The Bank disclaims any liability or duty relating to the item(s). The item(s) is/are sold and supplied to the Cardmember by the Merchant who is solely responsible for all obligations

and liabilities relating to the supply, sale, merchantability, fitness for use, warranty and all ancillary services in respect of the item(s).

- 9) The Cardmember will pay for all item(s) purchased through the ZIIP in 12 equal monthly instalments as provided by Bank to the Merchant.
- 10) The instalments, if not settled on or before the payment due date, shall be subject to Finance Charges at the rate of 1.5% per month or 18% per annum, calculated on daily rests which shall be imposed on all outstanding balances from the stipulated due date.
- 11) The Finance Charges mentioned above may vary from time to time. Any change of the rate of Finance Charges will be notified to the Cardmember. Please check with or contact our **Customer Service** at **03-2176 8000** for the latest interest rates applicable.
- 12) In the event of a default of payment of any monies due under the Public Bank credit card account and/or breach of any provisions of the Cardmember Agreement and/or any of the terms and conditions by the Cardmember herein and/or cancellation of the Public Bank credit card and/or termination of the Cardmember Agreement for any reason whatsoever, the Cardmember agrees as follows :
 - 12.1 All outstanding instalments or balance of monies owing under the ZIIP herein shall immediately become due and payable by the Cardmember and shall at the absolute discretion of the Bank be charged to the Cardmember's credit card account; and
 - 12.2 The Bank reserves the right to terminate the monthly instalment arrangement.
- 13) Delivery of Items :
 - 13.1 Delivery will be arranged within 3-4 weeks from the date of receipt of the ZIIP by the Merchant subject to the availability of stock.
 - 13.2 The Cardmember MUST stipulate full details of the address where the item(s) purchased under the ZIIP is/ are to be delivered and the name of the person authorised to confirm receipt of the delivery of the item(s). Acceptance of the item(s) by the authorised person shall be deemed as CONFIRMATION OF ACCEPTANCE. There is strictly no trial period available for the item(s) purchased. The item(s) will not be delivered to addresses bearing a Post Office Box number and/or overseas address.
 - 13.3 The Bank shall not take delivery of the item(s) returned by the Cardmember for any reason whatsoever. The Bank shall further not be responsible for any item(s) that is lost, stolen or damaged.

14) Returned Items :

14.1 Where the item(s) is/ are returned to the Bank undelivered, the Cardmember shall be liable for the delivery charges of the item(s) that are sent by courier or re-sent by post. In such an event the Bank shall debit the Cardmember's credit card for the cost of the delivery.

14.2 Delivery of returned items shall only be on a "best-effort" basis and the Cardmember shall accept the item(s) in whatever conditions and absolve the Bank from all responsibilities should the item(s) be damaged in the delivery processes. No replacement item(s) will be allowed/ given under any circumstances or for any reason whatsoever.

15) The Cardmember is advised to check with the Merchant on the conditions of the warranty, the warranty period and the Warranty Card, if any, provided with the item(s). The Bank makes no representation or warranty in respect of the item(s) in particular, its merchantability, quality, suitability or fitness for use and all ancillary services. For services and repairs, the Cardmember shall contact the Merchant directly.

16) The Cardmember shall be bound by the Bank's Terms and Conditions governing the use and operation of the Public Bank credit card under the Cardmember Agreement in addition to the terms and conditions herein and in the event of inconsistency between these terms and conditions and the said Cardmember Agreement, these terms and conditions shall prevail in so far as they apply to the ZIIP and the purchase of the item(s) by the Cardmember.

17) The Bank shall notify the Cardmember of any changes, amendments, deletions or additions to the terms and conditions herein.

18) Item(s) offered herein are subject to change and/or upgrading of product specifications and price.
