

This “Merdeka Exclusive Giveaway Campaign Funding Societies x Direct Lending 2024 (“Campaign”) is jointly organised by Modalku Ventures Sdn Bhd [201601019329 (1190266X)] (“Funding Societies”) and Direct Lending Sdn Bhd [201601007201 (1178129-H)] (collectively referred as “Organisers”) and the participation shall be subject to the following Terms and Conditions:

Campaign Period

1. The validity period for this Campaign shall be from 1 August 2024 to 30 September 2024, both dates inclusive (“Campaign Period”), unless otherwise specified.
2. Where applicable, an additional one (1) month period from the expiry of the Campaign Period, may be allocated for purposes of tracking the financing approval and disbursement (“Tracking Period”) subject to any extension of Campaign Period and/or changes to the requirements of Campaign.

Eligibility

3. This Campaign is open to all MSMEs (as defined hereinafter) who apply for Funding Societies’ financing products on Direct Lending Channels during the Campaign Period (“Eligible Customer”). “Direct Lending Channels” include the Direct Lending platform, Direct Lending consultant, and other referral methods that are deemed to be part of Direct Lending Channels.
4. For the avoidance of doubt,
 - a) “MSMEs” refers to micro, small and medium enterprises and Malaysian individuals with valid business licenses as defined by SME Corporation Malaysia.
 - b) The Funding Societies’ financing products refer to:
 - (i) Funding Societies Micro Financing and Micro Financing-i
5. Any application which is incomplete or submitted/performed before or after the Campaign Period shall be disqualified.
6. If the Eligible Customers have more than one business ownership, they may register and apply financing individually for each business through the Direct Lending Channels to be entitled to one Reward for each business.

Rewards

7. Eligible Customers shall be entitled to receive a one-month profit rate cashback and stand a chance to win personalized 13-inch Macbook Air: Apple M1 chip with 256GB SSD worth RM3499 (“Special Reward”) on their financing disbursed by Funding Societies if they have successfully:
 - a) applied for Funding Societies’ financing products on Direct Lending Channels during the Campaign Period; and
 - b) the financing must be approved and disbursed prior to the expiry of Campaign Period (if applicable).
8. The allocation for the Special Reward for the Campaign is as follows:

Special Reward	Allocation
Personalized 13-inch Macbook : M1 Chip with 256GB SSD worth RM3499	1 winner during the Campaign Period

9. The entry count for the Special Reward will be based on where the application is submission on the Direct Lending Channels. For the avoidance of doubt, the entry count shall be as follows:

Direct Lending Channels	Entries Count
Direct Lending Platforms (webapp)	2 Entries Count

Direct Lending Consultants (Whatsapp)

1 Entries Count

10. Upon the conclusion of the Campaign, Funding Societies will notify the winner via email.
11. Selection for the Special Rewards will be carried out at the end of campaign period to give away one Macbook. Funding Societies and Direct Lending will carry out the selection using a randomizer programme end of the Campaign Period to choose one winner after the end of Campaign Period. The winner of the Special Rewards will be contacted by Funding Societies for prize arrangement.
12. The Reward will be sponsored and distributed by Funding Societies and it is non-exchangeable, non-transferable, non-refundable and not exchangeable for cash.

General Terms and Conditions

13. By participating in this Campaign, the Eligible Customers are deemed to have read, fully understood and agreed to be bound by these terms and conditions including any amendments or variations to it. These terms and conditions and the Organisers' decision on all matters relating to this Campaign shall be final and binding on all the Eligible Customers and no correspondence and/or appeal in respect thereof shall be entertained.
14. Any matters which are not covered under these terms and conditions shall be solely determined by the Organisers. Any letter or correspondence pertaining to the decision made by the Organisers will not be entertained.
15. The Organisers shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error during the registration and financing application process on imSME platform by the Eligible Customer.
16. By participating in this Campaign, the Eligible Customers hereby expressly and unconditionally consent and authorise the Organisers to process and disclose their personal data or particulars with any third party and/or service provider engaged by the Organisers for the purpose of this Campaign in accordance with the Organisers' Privacy Policy and PDPA Notice at its website. The Eligible Customers also hereby expressly and unconditionally consent and authorise the Organisers to use, retain, share, publish and/or display the names, any photographs taken, any videos recorded and/or other information for current and future advertising and/or Campaign purposes in any manner it deems appropriate without any compensation.
17. The Organisers reserves the right to withdraw, cancel, terminate, suspend or extend this Campaign and to add, delete, suspend and/or vary these Campaign's terms and conditions, wholly or in part at its absolute discretion with prior written notice by way of posting on the Organisers' website or any other notification method that the Organisers deems fit.
18. The Organisers reserve the right to substitute or change the Reward with a similar or lower value at its absolute discretion.
19. The Organisers shall not be responsible nor shall accept any liabilities of whatsoever nature, howsoever arising or suffered by the Eligible Customer resulting directly or indirectly from this Campaign. For the avoidance of doubt, any cancellation, termination, suspension or extension of this Campaign or disqualification of the Eligible Customers or forfeiture of the Campaign shall not entitle the Eligible Customers to any claim or compensation against the Organisers or for any and all losses or damages suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination, suspension, extension, disqualification or forfeiture.
20. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.