

Terms & Conditions

“Win AirAsia Flights to Kota Kinabalu With 5-Star Accommodation” Contest

Duration

1. OCBC Al-Amin Bank Berhad (“OCBC”) organises the “Win AirAsia Flights to Kota Kinabalu With 5-Star Accommodation” Contest (“Contest”) from 18 October 2013 to 16 November 2013, both dates inclusive (“Contest Period”).

Eligibility of Participation

2. To be eligible for this Contest, an OCBC customer’s Cash Financing-i must have:
 - a. a financing amount (“Financing”) of RM25,000 or more; and
 - b. been applied within Contest Period through OCBC’s website at http://www.ocbc.com.my/OCBCAL_Amin/personal-banking/financing/cash-financing/SEM/ or via OCBC Bank Malaysia Facebook Page at www.facebook.com/OCBC.Malaysia; and
 - c. been approved and disbursed within the Contest Period.
3. The customer should apply for the Cash Financing-i as early as possible within the Contest Period. OCBC is not obliged to process, approve, disburse or do any acts related to any Cash Financing-i applications within any set or estimated time period.
4. The following are not eligible to participate in this Contest:
 - a. OCBC’s customers who have early-settled their Cash Financing-i within the Contest Period or whose financing or other accounts with OCBC are not in good standing and / or are in breach of any of OCBC Terms & Conditions;
 - b. customers whose accounts with OCBC have been suspended or terminated or who have breached any other agreement with OCBC.
5. No pre-registration, SMS or contest entry forms are required.
6. Under this Contest, Eligible Participant is given 5 entries in this contest to stand a chance to win a Prize (defined below).

Prizes

7. A total of 4 Prizes are given away in this Contest to 4 Winners (defined below), each prize comprises:
 - a. flight vouchers for 2 persons with AirAsia Berhad from LCC Terminal Kuala Lumpur International Airport to Kota Kinabalu International Airport and back to LCC Terminal Kuala Lumpur International Airport;
 - b. standard twin room accommodation with daily breakfast for 2 persons for 3 days 2 nights at Hyatt Regency Kinabalu Hotel at Jalan Datuk Salleh Sulong, 88991 Kota Kinabalu, Sabah, Malaysia, with to and fro airport transfer; and
 - c. 3 days’ ground tour with a Malay/ English speaking licensed tour guide at Kota Kinabalu by Sabah Tourism Board (each a “Prize”, collectively 4 “Prizes”). OCBC reserves the right to change any component(s) of the Prizes and such changes will be notified to the Winners. 1 Winner is entitled to 1 Prize only, regardless the amount of financing approved and disbursed.
8. The Prizes consist of goods and services provided by third parties (“Third Party(ies)”). The identity of the Third Party(ies) disclosed in these terms and conditions may not be exhaustive and is subject to change at OCBC’s absolute discretion. OCBC shall not be required to furnish any reason for such change. The goods and services shall be further subject to the Third Party(ies)’s terms and conditions.
9. The following terms and conditions also apply to the redemption and use of the Prizes:
 - a. The Prize is only valid for use on or before the date stated on-voucher and tickets for redemption of Prize by the Winner.
 - b. All bookings of flight seats, hotel accommodation and ground tour are subject to availability but shall not be used to redeem seats on flights during weekends, eve of public holidays and public holidays at any time. “Weekend” refers to Fridays and Saturdays.
 - c. The Winners are solely responsible for the payment of all other airport taxes, insurances, additional charges at the hotel, other surcharges, administration fees, and all other items of a personal nature not specified.
 - d. Any unused / unconsumed portion of the Prizes due to Winners’ failure to attend / consume are not transferable, non-refundable and non-exchangeable for cash or kind whether in part or in full.
10. To the fullest extent permitted by law, OCBC does not make and hereby expressly excludes and disclaims any representations or warranties with respect to the Third Party(ies) and the Prizes. In particular, OCBC gives no warranty or endorsement, express or implied, written or oral, including but not limited to, any warranty in respect of merchantability

quality, satisfaction or suitability or fitness for any purpose in respect of the Prizes. The Winners shall communicate and liaise directly with the Third Party(ies) for any queries or issues in relation to or arising from the Prizes.

11. OCBC reserves the right to substitute any of the Prizes with other products or services with prior notice, in which case these terms and conditions shall apply to the substitute prizes mutatis mutandis.

Winner Selection Period & Process

12. The following is the selection process to determine the winners of the Prizes:
 - a. By 7 December 2013, 4 Eligible Participants will be drawn from the pool of Eligible Participants who have earned chances to win a Prize as provided above (“**Selected Participants**”);
 - b. OCBC will make a maximum of 3 attempts to contact each Selected Participant, via telephone any time during office hours (9.00am – 6.00pm), Monday to Friday (except public holidays), based on the Selected Participant’s last known contact information in OCBC’s records. If all 3 attempts are not successful, then the Selected Participant who cannot be contacted shall forthwith be disqualified and shall not be entitled to receive any Prize. OCBC shall be entitled to select again from the pool of remaining Eligible Participants until OCBC selects an Eligible Participant who can be contacted in the manner provided herein.
 - c. Upon being contacted, the Selected Participant shall be required to answer 1 question correctly, to be eligible to receive a Prize. If the Selected Participant fails to answer the question correctly, he/she shall forthwith be disqualified and shall not be entitled to receive any Prize, whereupon OCBC shall be entitled to select again, until OCBC selects an Eligible Participant who can answer 1 question correctly upon being contacted in the manner provided herein.
 - d. Upon answering the question correctly and upon his/her agreement with these terms and conditions, the Selected Participant shall be declared as the “**Winner**” for a Prize.

Fulfilment of the Prizes

13. Upon being declared as a Winner of a Prize, OCBC will deliver or cause to be delivered to the Winner the Prize in the form of vouchers and tickets to redeem the items set out in paragraph 7 above.
14. The Prize will be delivered by courier service within 4 weeks from the Winner declaration, to the Winner’s last known address in OCBC’s records. Each Winner consents to and agrees for OCBC to disclose his/her name and contact information in OCBC’s records to the courier service to facilitate the Prize delivery.
15. OCBC shall not be held responsible for any Prize which may be damaged, delayed, lost, returned or uncollected for whatever reasons and OCBC will not make any alternative arrangement for delivery or collection of the Prize.
16. All Prizes do not include any accessory items which may be shown in any advertisements or promotional materials as they are for illustrative purposes only.

Liability and Responsibility

17. Participation in this Contest and the utilisation of the Prize are at the own risk of the Eligible Participant. The Eligible Participant shall assume full responsibility for any liability, mishap, injury, loss, damage, death, claim or accidents resulting therefrom. OCBC is not liable for any of the aforesaid.
18. Each Eligible Participant shall take full responsibility for any costs, fees, charges and expenses whatsoever howsoever incurred to participate in this Contest and/or utilisation of the Prize.

General Terms & Conditions

19. All information and data submitted to OCBC by means specified in paragraph 2 above will be tracked and processed by OCBC’s system for purposes of this Contest. Each applicant who submits information and data by such means shall be deemed to have agreed with these terms and conditions, regardless of whether or not the applicant is eligible for participation, or wins any Prize, in this Contest.
20. OCBC’s decisions on all matters relating to the Contest shall be final, conclusive and binding on all parties, including but not limited to the selection of the Eligible Participants for Winner selection. OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorised human intervention and electronic or human error in administration and processing. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Contest.

21. OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Contest. Furthermore, OCBC shall not be liable for any failure, default or delay in respect of the Contest or the use or enjoyment of the Prizes due to any act of God, riot, strike, epidemic, lockout, industrial action, fire, flood, blackout, breakdown in any mode of communication, breakdown in any computer systems, or any events which are caused by factors beyond the reasonable control of OCBC.
22. By participating in the Contest, all participants shall be deemed to have agreed to be bound by these terms and conditions. The terms and conditions contained herein are binding on all participants. No appeal and/or correspondence will be entertained.
23. OCBC reserves the right to use any information, names and photographs of the Winners for publishing in any mass media or marketing materials for advertising or publicity purposes. All documents submitted for the Contest are the property of OCBC inclusive of the photographs of the Winners.
24. OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Contest at any time in whole or in part, or to vary, delete or add to any of the terms and conditions herein at any time with prior notice, by way of posting on OCBC's website at www.ocbc.com.my, or in any other method deemed suitable by OCBC. Each participant agrees to access OCBC's website stated herein at regular time intervals to view the terms and conditions herein and to keep up-to-date with any changes or variations to these terms and conditions. No one shall be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Contest or any variation, deletion or addition to any of the terms and conditions herein.
25. OCBC shall not be liable for any misinterpretation or misrepresentation of any facts, news, reports, audios or visuals in respect of the Contest published in any mass media, marketing or advertising materials.
26. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Contest, these terms and conditions shall prevail.
27. These terms and conditions shall be governed by the laws of Malaysia, and all participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.