

Terms & Conditions – “Apply for an OCBC Credit Card and get RM50 rebates with 3x swipes in 45 days” Promotion

Duration

1. OCBC Bank (Malaysia) Berhad (“**OCBC**”) is organizing the “Apply for an OCBC Credit Card and get RM50 rebate with 3x swipes in 45 days” Promotion (“**the Promotion**”) which will run from 8 January to 31 December 2013, both dates inclusive (“**the Promotion Period**”).

Eligibility & Promotion Information

2. The Promotion is open for participation by anyone who :
 - (a) fulfills all the eligibility criteria to apply for and to be issued any OCBC credit card as a principal cardmember strictly according to OCBC’s sole and absolute discretion and determination; and
 - (b) is not currently holding any OCBC credit card, and has not been holding any OCBC credit card for 12 months immediately preceding the Promotion Period; and
 - (c) is not an employee of OCBC, or an immediate family member to an employee of OCBC(a person who meets and fulfills all the above requirements shall be referred to as an “**Eligible Participant**”).
3. For clarity, pursuant to paragraph 2(a) above, the following applicants do not qualify as “Eligible Participants” and are not eligible to participate in this Promotion :
 - (a) applicants whose credit card applications shall be rejected or not approved by OCBC for any reasons whatsoever; and
 - (b) applicants who have been approved for, or issued, any OCBC credit card as supplementary cardmembers, notwithstanding that such applicants may be eligible and have also applied for any other OCBC credit card as principal cardmembers.
4. To participate in the Promotion, an Eligible Participant must fulfill all the following requirements to OCBC’s satisfaction :
 - (a) an Eligible Participant must apply for any OCBC credit card as the principal cardmember;
 - (b) the Eligible Participant shall submit to OCBC the duly completed application form together with the supporting documents as may be required by OCBC; and
 - (c) upon OCBC’s approval of the credit card application (strictly at OCBC’s sole and absolute discretion and determination) and issuance of the OCBC credit card to the Eligible Participant, the Eligible Participant shall use and swipe the OCBC credit card for a minimum of 3 Qualified Retail

Transactions (defined below) within 45 days from the date OCBC approves the credit card.

- (d) For credit card applications via OCBC's iQ@Work, an Eligible Participant shall only be required to activate the credit card within 45 days from the date OCBC approves the credit card. The minimum 3 Qualified Retail Transactions within 45 days is not applicable.

The Eligible Participant's application for, as well as OCBC's approval and issuance of, the OCBC credit card must all occur within the Promotion Period, failing which the Eligible Participant shall be disqualified from receiving the Rebate (defined below).

5. If, for whatever reason(s) :
- (a) an Eligible Participant's credit card application is only approved after the Promotion Period; or
 - (b) the OCBC credit card is only issued to the Eligible Participant after the Promotion Period,
- then the Eligible Participant shall automatically be disqualified from participation in the Promotion. While OCBC endeavors to process credit card applications in a timely manner, delay may occur due to submission of incomplete information or documents by applicants, unforeseen circumstances, festive holidays, etc. OCBC shall not be held liable or responsible to anyone in any way whatsoever, for any delay in processing or approving any credit card application and/or issuing the OCBC credit card for any reason(s) whatsoever.
6. An Eligible Participant who fulfills the participation requirements in paragraph 4 above to OCBC's satisfaction will be eligible to receive a RM50 rebate ("**Rebate**"). The Rebate will be credited to the Eligible Participant's OCBC credit card account within a minimum of 60 days from the card approval date.
7. OCBC reserves the right to substitute any Rebate with other prizes, products or services with prior notice.
8. This promotion is not applicable with any other OCBC credit card application promotions.

Definition & Validity

9. "**OCBC credit card**" shall mean any credit card issued by OCBC Bank (Malaysia) Berhad only.
10. "**Qualified Retail Transaction**" for the purpose of this Promotion shall include transaction on any retail spend, online purchase, mail order or telephone order,

recurring/auto debit transaction and Initial Instalment Payment Plan Transaction by using any currently valid OCBC credit card.

(a) The following shall NOT be considered as and do not form part of “Qualified Retail Transaction” for the purpose of this Promotion :

- Cash Advance.
- Subsequent Instalment Payment Plan Transaction.
- Balance Transfer transaction.
- Call for Cash & the instalments paid transaction.
- Instalment paid for Dial-a-Cash programme.
- Refund.
- Disputed, unauthorized or fraudulent retail transaction.
- Payment of annual fee.
- Interest payment.
- Late payment fee, charge for cash withdrawal and any other form of service/ miscellaneous fee.

(b) OCBC reserves the absolute right to forthwith nullify and cancel any Qualified Retail Transaction in the following circumstances :

- If the Qualified Retail Transaction shall form part of “split transactions” namely 3 or more transactions carried out on the same day at the same card acceptance terminal, OR more than 1 void transactions on the same day at the same card acceptance terminal; and/or
- If the spending patterns of any Eligible Participant, or the usage of any OCBC credit card by any Eligible Participant, shall be deemed by OCBC at its sole and absolute discretion to be unusual or abnormal and shows an attempt to obtain an unfair advantage over other genuine Eligible Participants with normal card spending patterns.

Upon being nullified and cancelled, such transaction shall not be counted in the Qualified Retail Transaction.

(c) OCBC reserves its rights to nullify and cancel and render the same of no effect for purposes of this Promotion, any transaction which is mistakenly counted as a Qualified Retail Transaction.

(d) Each Qualified Retail Transaction must be reflected on OCBC’s transaction records and the Qualified Retail Transaction will be based on transaction date reflected in the Eligible Participant’s credit card statement, to enable OCBC to give the Qualified Retail Transaction to the Eligible Participant.

(e) For an Eligible Participant with more than one currently valid OCBC credit cards, all Qualified Retail Transactions carried out using any of the currently valid OCBC credit cards will be automatically tracked and form part of the Qualified Retail Transactions. However, the Rebate will only

be given once to an Eligible Participant who fulfils paragraph 4 above, regardless of the number of currently valid OCBC credit cards held.

General Terms & Conditions

11. The Eligible Participant's information and data will be tracked and selected by OCBC's system upon meeting the eligibility criteria and/or participation requirements. By participating in the Promotion, the Eligible Participant shall be deemed to have agreed to OCBC processing the Eligible Participant's information and data for purposes of the Promotion.
12. OCBC's decisions on all matters relating to the Promotion shall be final, conclusive and binding on all parties. OCBC shall not be responsible in anyway whatsoever, in respect of technical failures of any kind, unauthorized 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 Promotion.
13. OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Promotion. Furthermore, OCBC shall not be liable for any default or delay in respect of the Promotion due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any events which are caused by factors beyond the reasonable control of OCBC.
14. By participating in the Promotion, the Eligible 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 Eligible Participants. No appeal and/or correspondence will be entertained.
15. OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Promotion 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 at its absolute discretion, by way of posting on OCBC's website at www.ocbc.com.my, or in any other method deemed suitable by OCBC. Each Eligible Participant agrees to access OCBC's website stated herein at regular time intervals to view the terms and conditions herein and to ensure that the Eligible Participant is kept up-to-date with any changes or variations to these terms and conditions. Eligible Participants shall not be entitled to claim for any compensation against OCBC for any and all loss and damage howsoever suffered or incurred by the Eligible Participants, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Promotion or any variation, deletion or addition to any of the terms and conditions herein.

16. OCBC shall not be liable for any misinterpretation or misrepresentation of any facts, news, reports, audios or visuals in respect of the Promotion published in any mass media, marketing or advertising materials.
17. 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 Promotion, these terms and conditions shall prevail.
18. These terms and conditions shall be governed by the laws of Malaysia, and all Eligible Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.