

## Terms & Conditions – “Credit Card Acquisition Promotion” Campaign

### DURATION

- 1) OCBC Bank (Malaysia) Berhad’s (“OCBC”) “Credit Card Acquisition Promotion” Campaign (the “Campaign”) runs from 1 October 2014 till 31 December 2014, both dates inclusive (the “Campaign Period”).

### ELIGIBILITY

- 2) The Campaign is open to anyone who :
- Fulfils all the eligibility criteria to apply for and to be issued any OCBC Credit Card as a principal Cardmember within the Campaign Period strictly according to OCBC’s sole and absolute discretion and determination;
  - Is not approved for any OCBC Credit Card as a supplementary Cardmember; and
  - Is not currently holding any OCBC Credit Card, and has not been holding any OCBC Credit Card for 12 months immediately preceding the Campaign Period.
- (A person who meets and fulfils all the above requirements shall be referred to as an “Eligible Customer”).
- 3) For clarity :
- OCBC reserves the right at its absolute discretion to approve or reject any Card Application, without having to furnish the reason for such decision.
  - An individual whose Card Application is rejected for whatever reason shall be disqualified from participation in this Campaign.
  - An individual whose Card Application is approved and/or to whom the OCBC Credit Card is issued after the Campaign Period shall be disqualified from participation in this Campaign.
  - All Card Applications should be properly filled in with necessary supporting documents and submitted early, to avoid delay due to festive holidays and unforeseen circumstances. OCBC shall not be held responsible for any delay which may result in late approval of Card Application beyond the Campaign Period.

### PROMOTION MECHANICS AND GIFT

- 4) An Eligible Customer who fulfils all the mechanic requirements in the table below to OCBC’s satisfaction (“Successful Applicant”) shall be eligible to receive one (1) Gift as per table below:

Promotion	Mechanic	Gift	Via Sales Channel
Promotion 1	<ol style="list-style-type: none"> <li>Eligible Customer applies for any OCBC Credit Card</li> <li>OCBC Credit Card is approved by OCBC Bank at its absolute discretion.</li> <li>Eligible Customer activates and uses the OCBC Credit Card on 3 transactions within 45 days from the Card approval date.</li> </ol>	One (1) Laptop Backpack (“laptop bag”)	All channels
Promotion 2	<ol style="list-style-type: none"> <li>Eligible Customer applies for any OCBC Credit Card <b>AND</b> 12 months Balance Transfer <i>or</i> minimum 12 months Cash- on-Card (Upfront Call</li> </ol>	One (1) 28” Luggage Bag (“luggage bag”) <b>AND</b>	Direct Sales Card Telesales Card Cash-i Direct Sales Cash-i Corporate

	<p>for Cash) (“COC”) with minimum amount of RM5,000 during the new credit card application.</p> <ol style="list-style-type: none"> <li>2. OCBC Credit Card and Balance Transfer or COC are approved by OCBC Bank at its absolute discretion.</li> <li>3. Eligible Customer activates and uses the OCBC Credit Card on 3 transactions within 45 days from the Card approval date.</li> <li>4. Eligible Customer promptly repays and maintains Balance Transfer or COC for a minimum of 3 months from facility approval date.</li> <li>5. In the event the Successful Applicant fully settles the Balance Transfer or Cash on Card within 3 months from the approval date, the Successful Applicant shall be disqualified from Promotion 2. In the event the Successful Applicant fulfils the activation and 3 transactions within 45 days from the cards approval date, Successful Applicant will be receiving gift of Promotion 1. If the Balance Transfer or COC is not approved or the approved amount is lower than RM5,000, Successful Applicant will be entitled for Promotion 1 instead.</li> </ol>	One (1) Laptop Backpack (“laptop bag”)	Cash-i Telesales
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## **GIFT**

- 5) The Balance Transfer or COC account must be maintained for a minimum of 3 months. In the event the Successful Applicant fully settles the Balance Transfer or Cash on Card within 3 months from the approval date, the Successful Applicant shall be disqualified from Promotion 2. In the event the Successful Applicant fulfils the activation and 3 transactions within 45 days from the cards approval date, Successful Applicant will be receiving gift of Promotion 1.
- 6) If the Balance Transfer or COC is not approved or the approved amount is lower than RM5,000, Successful Applicant will be entitled for Promotion 1 instead.
- 7) The Balance Transfer and COC’s terms and conditions apply, please refer to Balance Transfer and COC’s terms and condition for full details.
- 8) Provided that the luggage bag and laptop bag is given while stocks last, and OCBC reserves the right to substitute the luggage bag and laptop bag with another product and/or service, in which case these terms and conditions shall apply to the substitute product and/or service *mutatis mutandis*.

- 9) The luggage bag and laptop bag are given on an “as is” basis and do not include any accessory items which may be shown in any advertisements or promotional materials as they are for illustrative purposes only. The luggage bag and laptop bag are not transferable and not exchangeable (either for another color, size or model, or for cash, credit or kind).
- 10) The luggage bag and laptop bag are manufactured or supplied by ETC Premium & Service Sdn Bhd (“Supplier”). 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 Supplier and the luggage bag and laptop bag. 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 or suitability or fitness for any purpose in respect of the luggage bag and laptop bag. Any issue or query in respect of the luggage bag and laptop backpack shall be dealt with directly with the Supplier at the contact details below.

**ETC Premium & Service Sdn Bhd**

66A, Jalan SS14/2A,

47500 Subang Jaya,

Selangor Darul Ehsan,

Malaysia

Tel: 03 5637 7552 / 03 5611 7552

- 11) The luggage bag and laptop bag are subject to further terms and conditions as follows :
- The luggage bag and laptop bag will be delivered to the Successful Applicant’s last known mailing address as stated in the Card Application within four (4) to eight (8) weeks **after** the Balance Transfer or COC is maintained for 3 months;
  - Delivery of the luggage bag and laptop bag to a P.O Box address is not allowed. In any case the mailing address is a P.O Box, Successful Applicant shall be contacted by the Supplier for an alternative address to deliver the luggage bag and laptop bag.
  - In any case the first and second delivery was not successful, there will be a “Thank You” note from the courier service company to inform the Successful Applicant to collect from the courier service company’s nearest branch

**LIABILITY AND RESPONSIBILITY**

- 12) The Successful Applicant shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accidents resulting from this Campaign or use of the Gift. OCBC shall not be held liable for any of the aforesaid.

**GENERAL TERMS & CONDITIONS**

- 13) The Eligible Customer’s information will be processed by OCBC for purposes of determining eligibility to be given the luggage bag and laptop backpack. By participating in the Campaign, the Eligible Customer shall be deemed to have agreed to OCBC processing the Eligible Customer’s information for purposes of the Campaign.
- 14) OCBC’s decision on all matters relating to the Campaign 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, 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 Campaign.
- 15) OCBC shall not be held liable in any manner whatsoever for any inconvenience, loss or damage howsoever arising in connection with the Campaign. Furthermore, OCBC shall not be liable for any default or delay in respect of the Campaign 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.

- 16) These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
- 17) By participating in this Campaign, the Customers agrees to be bound by these Terms & Conditions and, to the fullest extent permitted by law, consent to and authorize OCBC to disclose their particulars to the third party service providers engaged by OCBC for the purposes of the Campaign (if any). OCBC warrants that the disclosure of such particulars to any third party services providers will be limited to the Customer's name, address and telephone number and will be used only in relation to and for the purposes of the Campaign.
- 18) OCBC reserves the right to use any information, names and photographs of the Eligible Customer for publishing in any mass media or marketing materials for advertising or publicity purposes. All documents submitted for the Campaign are the property of OCBC inclusive of the photographs of the Eligible Customers.
- 19) OCBC reserves the rights to withdraw, cancel, suspend, extend or terminate this Campaign at any time in whole or in part, or to vary, delete or add to any of the Terms & Conditions herein at any time with twenty one (21) days' notice, by way of posting on OCBC's website at [www.ocbc.com.my](http://www.ocbc.com.my), or in any other method deemed suitable by OCBC. Each Eligible Customer agrees to access OCBC's website stated herein at regular time intervals to view the Terms & Conditions herein and to ensure that the Eligible Customer is kept up-to-date with any changes or variations to these Terms & Conditions. Eligible Customers 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 Customers, whether as a direct or indirect result of any withdrawal, cancellation, suspension, extension or termination of the Campaign or any variation, deletion or addition to any of the Terms & Conditions herein.
- 20) OCBC shall not be liable for any misinterpretation of any facts, news, reports, audios or visuals in respect of the Campaign published in any mass media, marketing or advertising materials.
- 21) These Terms & Conditions shall be governed by the laws of Malaysia, and all Eligible Customers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysia Courts.

## **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 1 January to 31 December 2014, 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](http://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.

## OCBC Cash-On-Card (Upfront Call-For-Cash) Terms & Conditions

### CASH-ON-CARD (UPFRONT CALL-FOR-CASH)

1. Cash-On-Card (Upfront Call-For-Cash) (“**COC**”) is offered by OCBC Bank (Malaysia) Berhad (“**OCBC Bank**”) to eligible individuals who are approved for credit card issuance, subject to these terms and conditions. An eligible individual may simultaneously apply for :
  - a. any OCBC Bank credit card; and
  - b. cash advance from the credit line under the OCBC Bank credit card upon approval.

Therefore, COC is only available to an eligible individual who is approved by OCBC Bank for credit card issuance at OCBC Bank’s absolute discretion based on its assessment and subject to such terms and conditions as may be imposed by OCBC Bank. If an individual’s credit card application is rejected, the application for COC is automatically rejected. However, an individual approved for credit card issuance may not necessarily be approved for COC facility.

2. An eligible individual who is approved for both credit card issuance and COC is referred to as a “**Cardmember**”. The credit card is subject to the Cardmember’s Agreement and the specific card terms and conditions (collectively “**Card T&Cs**”) while the COC is subject to these terms and conditions (“**COC T&Cs**”) read together with the Card T&Cs. In event of conflict or inconsistency, COC T&Cs shall prevail only in relation to the COC facility.
3. Cardmember who is approved for credit card issuance will be given a line of credit at such limit as may be determined by OCBC Bank at its absolute discretion. While the Cardmember may apply for COC at a specified amount, OCBC Bank may approve the COC application at the amount applied for or at a lower amount or OCBC Bank may reject the COC application, without having to furnish any reason for such decision. The amount of COC actually approved by OCBC Bank is referred to as the “**COC Amount**”, which must fulfil the following criteria :
  - a. the COC Amount is subject to the minimum of RM1,000;
  - b. any COC Amount in excess of RM1,000 will be in multiples of RM100;
  - c. the COC Amount is subject to the maximum of 90% of the Cardmember’s credit limit under the OCBC Bank credit card.
4. The Cardmember agrees to pay interest at nine percentum (9%) flat per annum on the COC Amount or at such other rate per annum as may be determined by OCBC Bank by notice in writing from time to time (“**COC Interest**”) for the duration of the COC Tenure (defined below). The COC Interest will be charged on the COC Amount and will be computed based on Rule of 78 repayment method. The effective interest rate of up to sixteen point four three percentum (16.43%) per annum will be calculated from the date of approval of the COC Amount.
5. At the time of applying for COC, the Cardmember shall select 1 of the 3 tenures under the COC facility:
  - a. 1 year/12 months; or
  - b. 2 years/24 months; or
  - c. 3 years/36 months,

(each a “tenure” and the tenure actually selected by the Cardmember shall be called “**COC Tenure**”) for repayment of the COC Amount and COC Interest.

6. Subject to clause [11] below, the Cardmember shall, for the duration of the COC Tenure, repay OCBC Bank the **COC Monthly Instalment** which is computed based on the following formula:

$$\frac{[\text{COC Amount} \times \text{COC Interest flat per annum} \times \text{COC Tenure}^*] + \text{COC Amount}}{\text{Number of monthly instalments}^{**}}$$

\* For purposes of this formula, the COC Tenure is taken at the number of years instead of months.



\*\* The number of monthly instalments is referenced to the COC Tenure i.e. 1 year tenure at 12 monthly instalments, 2 years tenure at 24 monthly instalments and 3 years tenure at 36 monthly instalments.

7. Once the COC Monthly Instalment is fixed in the manner provided above, the Cardmember may not change any of the COC Amount, COC Interest, COC Tenure and COC Monthly Instalment. However, the Cardmember may fully settle the COC facility prior to the maturity of the COC Tenure, subject to clause [15] below.

DEBITING CREDIT CARD ACCOUNT PRIOR TO CARD ACTIVATION

8. Upon approval of both the credit card and the COC applications, the Cardmember authorizes and consents to OCBC Bank to effect the following prior to the Cardmember activating the OCBC Bank credit card :
  - a. deposit the COC Amount into a designated account (defined below), more particularly set out in clauses [9 and 10] below; and
  - b. debit the Eligible Cardmember's OCBC Bank credit card account for the COC Amount and COC Interest. The Cardmember's line of credit will be reserved for the COC and the Cardmember's credit limit reduced to the extent of the COC Amount.
9. To facilitate payment of the COC Amount to the Cardmember, the Cardmember shall furnish to OCBC Bank, details of any savings or current bank account under the Cardmember's own name alone ("**designated account**") maintained with any bank within Malaysia ("**receiving bank**"). The Cardmember shall not furnish to OCBC Bank any bank account belonging to or maintained by any third party(ies) other than the Cardmember himself/herself. However, the Cardmember acknowledges that OCBC Bank shall be under no duty to verify the designated account's owner(s) and the Cardmember remains fully liable to OCBC Bank if the Cardmember provides third party(ies)'s account to serve as the designated account.
10. The COC Amount shall be deposited to the designated account within fourteen (14) days from the date of approval of the Cardmember's COC application. All charges commission fees or other payment of a similar nature (if any) imposed by the receiving bank in respect of the deposit of the COC Amount into the designated account or the clearance of the banker's cheque(s) issued by OCBC Bank, shall be borne by the Cardmember. OCBC Bank shall not be made to bear any losses or damages suffered as a consequence of any error, delay, neglect or omission by the receiving bank in processing the cheque(s) or the crediting of the COC Amount into the designated account.

DUTY TO ACTIVATE CREDIT CARD WITHIN 60 DAYS

11. Cardmember must activate his/her OCBC Bank credit card within 60 days from the card approval date, before the Cardmember may use the OCBC Bank credit card for any other transactions or purchases besides the COC. If the Cardmember fails to activate his/her OCBC Bank credit card within the 60-day period :
  - a. the OCBC Bank credit card will be cancelled and the COC facility recalled immediately;
  - b. the outstanding balance of [the total COC Monthly Instalments for the entire COC Tenure (both billed and unbilled)] shall forthwith become due and payable by the Cardmember to OCBC Bank; and
  - c. the outstanding balance above will be subjected to the normal finance charge of 1.5% per month or 18% per annum or the prevailing interest rate until the date of full payment.

THE FOLLOWING TERMS AND CONDITIONS ARE APPLICABLE AFTER CREDIT CARD ACTIVATION

12. COC shall not be eligible for OCBC Rebate Programme.
13. The Cardmember shall punctually pay each COC Monthly Instalment by the payment due date stated in the Cardmember's credit card statement.
14. Apart from the COC Interest, no additional interest will be imposed on the COC Amount, provided that the Cardmember pays all outstanding balances due before the payment due date stated in the credit card statement, for the entire duration of the COC Tenure. Otherwise, the outstanding balance will be subjected to the normal finance charge of up to 1.5% per month or 18% per annum or the prevailing interest rate until the date of full payment.

15. If a Cardmember intends to early settle the outstanding COC Monthly Instalments, the Cardmember must give prior written notice to OCBC Bank, so that OCBC Bank may calculate the early settlement amount. The Cardmember shall continue to pay the COC Monthly Instalments until the Cardmember is billed the early settlement amount.
16. In the event of early settlement prior to full term of the COC Tenure, the COC Interest is only calculated until the early settlement month. For example, if Cardmember selects 3 years COC Tenure but wants to early settle the outstanding COC Amount after 10 months, the Cardmember shall pay the unbilled balance of COC Amount and any outstanding COC Amount billed.
17. Upon occurrence of any of the following events :
  - a. the Cardmember defaults in making payment of the Minimum Payment stated in the credit card statement for any 3 or more consecutive months; or
  - b. the Cardmember's credit card account(s) with OCBC Bank is cancelled, terminated or closed for whatever reason,

the entire outstanding COC Amount together with COC Interest (less any payment made to the bank) ("**Indebtedness**") shall immediately become due and payable by the Cardmember, whereupon the OCBC Cardmember's Agreement shall apply to the Indebtedness, including the imposition of the finance and late payment charges. This shall be in addition and without prejudice to OCBC Bank's rights under the OCBC Cardmember's Agreement in relation to all monies charged and all liabilities incurred by the Cardmember through the use of his/her OCBC Bank credit card(s) upon occurrence of any of the above events.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CARDMEMBERS THROUGHOUT

18. The Cardmember declares, represents and warrants that all information provided by the Cardmember in the application for COC is true, correct, accurate, current and complete, and the Cardmember undertakes to immediately notify OCBC Bank if there are changes to the Cardmember's information. OCBC Bank shall not be made to bear any liability, claim, loss, damage, expense, cost or fee whatsoever which may arise from any untrue, incorrect, inaccurate, outdated or incomplete information furnished by the Cardmember.
19. In addition to and without prejudice to the generality of the foregoing, in the event it becomes more expensive for OCBC Bank to maintain the COC by reason of:
  - a. any change in law or regulations which give rise to new or additional taxes, higher reserve requirement or similar acts; or
  - b. a significant change in the monetary situation or economic environment,the Cardmember agrees to bear such additional cost for maintaining the COC as OCBC Bank determines to be necessary to compensate it, arising directly or indirectly from any of the foregoing circumstances. OCBC Bank's decision on any of the matters referred to in this Clause shall be conclusive and binding on the Cardmember.
20. OCBC Bank reserves the right at any time and with notice to the Cardmember, to add, alter, modify, change or vary all or any of these terms and conditions (including the rate of the COC Interest, the manner and time of payment and modes of computation referred to herein) or to replace wholly or in part the COC with another scheme by whatever name called, whether similar or not, or to withdraw or terminate the COC altogether. OCBC Bank may notify the Cardmembers of any such addition, alteration, modification, change or variation to these terms and conditions by publishing a notice in the billing statements or at OCBC Bank's website at [www.ocbc.com.my](http://www.ocbc.com.my), or in any newspaper or by such other means of communication as OCBC Bank may determine in its absolute discretion.
21. OCBC Bank will not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which the Cardmember may suffer, sustain or incur by reason of his/her participation in the COC.
22. All matters of disputes are subject to the final decision of OCBC Bank, whose decision shall be final, conclusive and binding on the Cardmember.
23. These Terms & Conditions shall be governed by and construed in accordance with the laws of Malaysia.

## Terms & Conditions (Balance Transfer Programme)

1. Balance Transfer (“**BT**”) is offered by OCBC Bank (Malaysia) Berhad (“**OCBC Bank**”) to eligible customers who hold one or more currently valid credit cards issued by OCBC Bank as the principal cardmember, and whose credit card accounts are well conducted within OCBC Bank’s sole and absolute discretion at the time of the application for BT (customers who fulfil OCBC Bank’s eligibility criteria are called “**Cardmembers**”), subject to the terms and conditions herein.
2. BT allows a Cardmember to transfer the whole or part of his/her Outstanding Balance (as defined below) to the Cardmember’s OCBC credit card account(s) and repay the Approved Amount (as defined below) by way of fixed monthly instalments. The Cardmember’s line of credit must be sufficient to cover both the Approved Amount (defined below) and BT Interest (defined below) for the entire BT Tenure (defined below). The minimum amount to be applied for BT is RM1,000.
3. **Outstanding Balance** means the outstanding balance (including fees, accrued interest, finance charges and other charges) due and owing by the Cardmember to any bank(s) or financial institution(s) within Malaysia other than OCBC Bank (“**Receiving Bank(s)**”) pursuant to the Cardmember’s currently valid principal credit card account(s) held with such Receiving Bank(s).
4. A Cardmember may apply for BT up to the amount of the Outstanding Balance, subject always to OCBC Bank’s sole discretion and without having to furnish any reason therefor, to:

(a) approve the Cardmember’s application at the amount applied for by the Cardmember or at a lower amount (the amount approved by OCBC Bank pursuant to this BT programme for transfer into the Cardmember’s OCBC credit card account(s) shall be called “**Approved Amount**”) provided that the Approved Amount shall be subject to the minimum amount of RM1,000 and the maximum amount equivalent to 90% of the Cardmember’s available credit limit; or

(b) reject the Cardmember’s application.

If OCBC Bank approves a Cardmember’s application, upon approval the corresponding amount of the Cardmember’s line of credit will be reserved for the BT and the Cardmember’s credit limit reduced to the extent of the Approved Amount. OCBC Bank shall not be liable for any transactions rejected by merchants due to insufficient credit limit arising therefrom.

5. After approval of a Cardmember’s application, the Approved Amount shall be deposited into the Cardmember’s credit card account(s) maintained with the Receiving Bank(s) as specified by the Cardmember, within fourteen (14) days from the date of OCBC Bank’s approval of the Cardmember’s application. The Approved Amount can only be transferred to and deposited into credit card account(s) under the Cardmember’s name. Transfer cannot be made to a third party account. All charges commission fees or other payment of a similar nature (if any) imposed by the Receiving Bank(s) in respect of the transfer or deposit of the Approved Amount into the Cardmember’s bank account(s) with the Receiving Bank(s) or clearing banker’s cheque(s) issued by OCBC Bank, shall be borne by the Cardmember. OCBC Bank shall not be made to bear any losses or damages suffered as a consequence of any error, delay, neglect or omission by the Receiving Bank(s) in processing the cheque(s) or the crediting of the Approved Amount into the Cardmember’s bank account(s).

6. A Cardmember shall pay interest on the Approved Amount (“BT Interest”). BT Interest is calculated on the Approved Amount based on the BT Tenure selected by the Cardmember (please see Table 1 below) and billed to the Cardmember’s OCBC credit card account(s) on the first month upon approval and payable on the due date(s) shown in the Cardmember’s respective credit card account statement(s).

**TABLE 1**

<b>BT Interest</b>	<b>BT Tenure</b>	<b>Annualised Effective Interest</b>
2% of Approved Amount	6 months	6.82%p.a.
4% of Approved Amount	12 months	7.30%p.a.

The BT Interest shall be subject to change from time to time at OCBC Bank’s sole and absolute discretion.

7. The amount of the monthly instalments payable is calculated by dividing the Approved Amount by the BT Tenure (in months) and will be reflected in the Cardmember’s credit card account statements. Table 2 below provides some illustrations of how instalment amounts are calculated:

**TABLE 2**

Approved Amount (RM)	<b>Amounts of instalments payable by Cardmember for 12-month BT Tenure:</b>			
	1st instalment payable (RM) [(A)+(B)]:			2nd - 12th monthly instalments payable (RM)
	<b>(A)</b> BT Interest @ 4%	<b>(B)</b> 1st monthly instalment	Total <b>(A) + (B)</b>	
5,000	200	416.74	616.74	416.66 a month
10,000	400	833.37	1,233.37	833.33 a month
15,000	600	1,250.00	1,850.00	1,250.00 a month
20,000	800	1,666.74	2,466.74	1,666.66 a month

8. No additional interest will be imposed in respect of the Approved Amount, if the monthly instalment amount is paid in full before the payment due date stated in the Cardmember’s credit card account statement. In the event the monthly instalment amount is not paid in full on the payment due date, then the outstanding balance will be subjected to the normal finance charge of one point five per centum (1.5%) per month or eighteen per centum (18%) per annum or the prevailing regulated interest rate until the date of full repayment.
9. At the time of applying for BT, the Cardmember shall select 1 of the 2 tenures available as provided in Table 1 above:
- a) 6 months; or
  - b) 12 months,
- (each a “tenure” and the tenure actually selected by the Cardmember shall be called “BT Tenure”) for repayment of the Approved Amount. The BT Interest is billed to the Cardmember’s OCBC

credit card account(s) on the first month upon approval and payable on the due date(s) shown in the Cardmember's respective credit card account statement(s) as provided above, regardless of the BT Tenure selected.

10. Once the Cardmember's application for BT is approved by OCBC Bank, the Cardmember is not at liberty to change the BT Tenure and/or the monthly instalment amount.
11. The Cardmember shall punctually pay each monthly instalment by the payment due date stated in the Cardmember's credit card account statement, and the monthly instalments will commence as stated in the credit card account statement for the statement date immediately next following OCBC Bank's approval of the application.
12. If the Cardmember wants to early settle the outstanding Approved Amount, the Cardmember shall give prior written notice to OCBC Bank. The Cardmember shall continue to pay the monthly instalment amount stated in the OCBC credit card account statement, until the Cardmember is billed the outstanding Approved Amount.
13. The BT interest is only calculated until the early settlement month, based on Rule of 78 method. For example, if Cardmember applies for 12 months tenure but wants to early settle the outstanding Approved Amount after 10 months, the Cardmember will pay balance of Approved Amount unbilled and any outstanding Approved Amount billed, less the portion of BT Interest paid under clause 6 in excess of the actual BT Interest payable in view of the early settlement.
14. Upon occurrence of any of the following events:
  - (a) the Cardmember breaches any provisions of the OCBC Cardmember's Agreement, including any refusal, failure and/or neglect to pay any monies due under the Cardmember's credit card(s) issued by OCBC Bank; or
  - (b) the Cardmember breaches any of these terms and conditions on BT, including any refusal, failure and/or neglect to pay any three (3) consecutive monthly instalments as they fall due; or
  - (c) the Cardmember's credit card account(s) with OCBC Bank is/are cancelled, terminated or closed for whatever reason,the entire outstanding monthly instalments under this BT programme (i.e. all monthly instalments which are unpaid, including monthly instalments for the remainder of the BT Tenure, referred to as "Indebtedness") shall immediately become due and payable by the Cardmember, whereupon the OCBC Cardmember's Agreement shall apply to the Indebtedness, including the imposition of the finance and late payment charges. This shall be in addition and without prejudice to OCBC Bank's rights under the OCBC Cardmember's Agreement in relation to all monies charged and all liabilities incurred by the Cardmember through the use of his/her OCBC credit card(s) upon occurrence of any of the above events.
15. Pending the approval of the Cardmember's application for BT and if such application is approved, pending transfer of the Approved Amount to the Receiving Bank(s), the Cardmembers shall continue to be liable to make payment(s) on their credit or charge card account(s) held with the Receiving Bank(s) in accordance with the terms and conditions governing the same. OCBC Bank

shall not be liable to the Cardmembers for any interest or other charges incurred by the Cardmembers caused by the delay or failure on the part of OCBC Bank in making payment to the Receiving Bank(s).

16. The BT Interest and Approved Amount shall not be eligible for OCBC Rebate Programme, including but not limited to the rebate for interest paid.
17. In addition to and without prejudice to the generality of the foregoing, in the event it becomes more expensive for OCBC Bank to maintain the BT programme by reason of :
  - (a) any change in law or regulations which give rise to new or additional taxes, higher reserve requirement or similar acts; or
  - (b) a significant change in the monetary situation or economic environment,the Cardmember agrees to bear such additional cost for maintaining the BT programme as OCBC Bank determines to be necessary to compensate it, arising directly or indirectly from any of the foregoing circumstances. OCBC Bank's decision on any of the matters referred to in this Clause shall be conclusive and binding on the Cardmember.
18. OCBC Bank reserves the right at any time and with notice to the Cardmember, to add, alter, modify, change or vary all or any of these terms and conditions (including the BT Interest, the manner and time of payment and modes of computation referred to herein) or to replace wholly or in part the BT programme with another scheme by whatever name called, whether similar or not, or to withdraw or terminate the BT programme altogether. OCBC Bank may notify the Cardmembers of any such addition, alteration, modification, change or variation to these terms and conditions by publishing a notice in the OCBC credit card account statements or at OCBC Bank's website at [www.ocbc.com.my](http://www.ocbc.com.my), or in any newspaper or by such other means of communication as OCBC Bank may determine in its absolute discretion.
19. OCBC Bank will not be responsible for and disclaims all liability to any actions, claims, damages, costs, charges and expenses which the Cardmember may suffer, sustain or incur by reason of his/her participation in the BT programme.
20. All matters of disputes are subject to the final decision of OCBC Bank, whose decision shall be final, conclusive and binding on the Cardmember.
21. The Cardmember agrees and declares that all information provided in the Cardmember's application for BT is true and complete and the Cardmember will immediately notify OCBC Bank of any changes to such information.
22. The OCBC Cardmember's Agreement shall continue to apply to the Cardmember's use of the OCBC credit cards. In the event of inconsistency between these Terms and Conditions and the OCBC Cardmember's Agreement, these Terms and Conditions shall prevail in so far as they apply to the BT.
23. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.