

Terms & Conditions – "Credit Card Acquisition" Campaign

Duration

 OCBC Bank (Malaysia) Berhad's ("OCBC") "Credit Card Acquisition" Campaign (the "Campaign") is valid from 11th April 2017 till 14th May 2017 ("Campaign Period") or while stocks last, whichever earlier. The Campaign is subject to these terms and conditions.

<u>Eligibility</u>

- 2. The Campaign is open exclusively to New to Bank Principal Cardmembers who apply for OCBC Credit Cards within the Campaign Period as Principal Cardmembers
- 3. "New to Bank Principal Cardmembers" is defined as applicants who have not held any OCBC Credit Card in the past 12 months preceding the start of this Campaign.
- 4. To qualify as an **"Eligible Customer"**, the New to Bank Principal Cardmembers must undertake the following process steps. An Eligible Customer shall be entitled to receive one (1) Promotion Gift (as defined below) on a **first come**, **first served basis**, subject to availability.

Eligible Customer	Process Steps	Promotion Gift	Unit (s)
New to Bank Principal Cardmember who	1. Apply for any OCBC Credit Card. (Approval of the application shall be at the	Priority 1 COMBO Set (28" Luggage Bag + Laptop Backpack)	150
apply for OCBC Credit Cards within the Campaign Period	absolute discretion of OCBC); and	Priority 2 28" Luggage Bag	180
and activate the approved OCBC	2. Activate the OCBC Credit Card within the Campaign	<u>Priority 3</u> Laptop Backpack	300
Credit Card within the Campaign Period	Period when it is approved	<u>Priority 4</u> RM80 Cash Rebate	1680

Table 1

- 5. For clarity:
 - a. OCBC reserves the right at its absolute discretion to approve or reject any OCBC Credit Card Application, without having to furnish the reason for such decisions.
 - b. All Application forms should be properly filled in with necessary supporting documents and submitted early, to avoid delay over festive holidays and unforeseen circumstances. OCBC shall not be held responsible for any delay which may result in late approval of Applications beyond the Campaign Period.
 - c. An individual whose OCBC Credit Card Application is rejected for whatever reason shall be disqualified from participating in this Campaign.
 - d. In the event an individual who has applied for an OCBC Credit Card receives an approval for the OCBC Credit Card and activate the OCBC Credit Card during the Campaign Period, then the individual is an Eligible Customer for the Promotion Gift.
 - e. An individual whose Applications are applied and activated the OCBC Credit Card after the Campaign Period shall be disqualified from participation in this Campaign.



Promotion Gift

- 6. The COMBO Set (28" Luggage Bag + Laptop Backpack), 28" Luggage Bag, Laptop Backpack and Cash Rebate of RM80 are hereby known as "Promotion Gift" and are given on while stocks last basis.
- 7. The Promotion Gift is given on an "*as is*" basis and do not include any accessories which may be shown in any advertisements or promotional materials as they are for illustrative purposes only. The Promotion Gift is not transferable and not exchangeable (either for another colour, size or model, or for cash, credit or kind).
- 8. The Promotion Gift is manufactured or supplied by ETC Premium & Service Sdn Bhd ("Supplier"). To the fullest extent permitted by law, OCBC does not make and hereby expressively excludes and disclaims any representations or warranties with respect to the Supplier and the Promotion Gift. 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 Promotion Gift. Any issue or query in respect of the Promotion Gift shall be dealt directly with the Supplier at the contact details below.

ETC Premium & Services Sdn Bhd

Unit No. D-B1-03, D'Aman Crimson, No.1 Jalan PJU 1A/41A, Ara Jaya 47301, Selangor Darul Ehsan,Malaysia Tel: 03-7880 7552 / 03-5637 7552

- 9. The Campaign is subject to further terms and conditions as follows:
 - a. The Promotion Gift will be delivered to the Eligible Customer's last known mailing address as stated in the Credit Card Application form within four (4) to eight (8) weeks from the date of the OCBC Credit Card being activated.
 - Delivery of the Promotion Gift to a P.O Box address is not allowed. In any case the mailing address is a P.O Box, the Eligible Customer shall be contacted by the Supplier for an alternative address to deliver the Promotion Gift.
 - c. In any case the first and second delivery is not successful, there will be a "Thank You" note from the courier service company to inform the Eligible Customer to collect from the courier service company's nearest branch.
 - d. Entitlement of Promotion Gift:-

The priority is based on first come, first served basis and each Eligible Customer is entitled to only ONE (1) unit of the Promotion Gift. The assignment of the Promotion Gift for each Eligible Customer based on the availability on each of the Priority maximum units and will automatically move to the next Priority without any notice given to Eligible Customer and is subject to availability.

i. Priority 1 – COMBO Set

- a. The first 150 Eligible Customers are entitled to receive ONE (1) unit of COMBO Set (28" Luggage Bag + Laptop Backpack) when his/her credit card is approved and activated within the Campaign Period on a first come, first served basis, subject to availability.
- b. The Promotion Gift will be delivered to the Eligible Customers last known mailing address as stated in the Credit Card Application form within four (4) to eight (8) weeks from the date of the OCBC Credit Card being activated.



ii. Priority 2 – 28" Luggage Bag

- a. The next 180 Eligible Customers are entitled to receive ONE (1) unit of 28" Luggage Bag when his/her credit card approved and activated within the Campaign Period on a first come, first served basis, subject to availability.
- b. The Promotion Gift will be delivered to the Eligible Customers last known mailing address as stated in the Credit Card Application form within four (4) to eight (8) weeks from the date of the OCBC Credit Card being activated.

iii. Priority 3 – Laptop Backpack

- a. The following 300 Eligible Customers are entitled to receive ONE (1) unit of Laptop Backpack when his/her credit card is approved and activated within the Campaign Period on a first come, first served basis, subject to availability.
- b. The Promotional Gift will be delivered to the Eligible Customers last known mailing address as stated in the Credit Card Application form within four (4) to eight (8) weeks from the date of the OCBC Credit Card being activated.

iv. Priority 4 – RM80 Cash Rebate

- a. The following 1680 Eligible Customers are entitled to receive ONE (1) unit RM80 Cash Rebate when his/her credit card is approved and activated within the Campaign Period on a first come, first served basis, subject to availability.
- b. The RM80 Cash Rebate will be credited into Priority 4 Eligible Customer's OCBC Credit Card following monthly statement upon meeting the criteria of the Campaign. The maximum number of units of RM80 Cash Rebate to be given out under this Campaign is listed in Table 1 above.

Liability & Responsibility

10. The Eligible Customer shall assume full responsibility for any liability, mishap, injury, loss, damage, claim or accidents resulting from this Campaign or use of the Promotion Gift. OCBC shall not be held liable for any of the aforesaid.

General Terms & Conditions

- 11. The Eligible Customer's information will be processed by OCBC for purposes of determining eligibility to be given the Promotion Gift. 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.
- 12. 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.
- 13. 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.



- 14. These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
- 15. 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.
- 16. 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.
- 17. OCBC reserves the right to vary or add to these Terms and Conditions or to suspend or terminate this Campaign with prior notice. Notice of such variation of the Terms and Conditions or suspension or termination of the Campaign is deemed given by posting a general notice in any OCBC branch or its websites respectively and the notice will take effect from the date set out in the notice and, if no date is stated, will take effect from the date the notice is sent. 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.
- 18. 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.
- 19. 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.