# Terms & Conditions governing "Premier Voyage Anniversary" Campaign

#### **DURATION**

1) OCBC Bank (Malaysia) Berhad ("OCBC") organizes the "Premier Voyage Anniversary" Campaign ("Campaign") which runs from 1 April 2018 to 1 April 2019 ("Campaign Period").

#### **ELIGIBILITY**

2) The Campaign is open to OCBC Anniversary Premier Voyage Principal Card holders who are Premier Banking members according to OCBC's terms and conditions governing Premier Banking Membership (each an "Eligible Customer").

## **PROMOTION MECHANICS**

- 3) To participate in this Campaign, an Eligible Customer must have an existing OCBC Premier Voyage Master Card ("Card") with their 2<sup>nd</sup> or 3<sup>rd</sup> year annual fees billed within the Campaign Period.
- 4) For existing Premier Voyage holders whose Anniversary annual fees are billed within the Campaign Period, if the Eligible Customer has fulfilled one of the requirements in Table 1 below within the specified deadlines to OCBC's absolute satisfaction, then OCBC will waive the annual fees charged to the cards.

#### TABLE 1

	IABLE 1		
No	Requirements	Fulfilment Date	
(A)	<ul> <li>i) An Eligible Customer must have maintained a minimum of RM1 Million worth of Assets Under Management ("AUM") (as defined in the OCBC Premier Banking Membership Terms and Conditions) with OCBC in the month of annual fees charged; or</li> <li>ii) An Eligible Customer's average 6 months AUM (prior to the month the annual fee is charged) is minimum RM1 Million; or</li> <li>iii) An Eligible Customer's annual spending of the card is minimum RM80,000 from the month of annual fee charged.</li> <li>*For clarity, the above criteria only applicable to Principal Card holder, as long as Principal fulfills, Supplementary Card holder will get to enjoy waiver too.</li> </ul>	Provided that at least one of the requirements is fulfilled, annual fees will be waived within 4 weeks from the date of annual fees charged.	

- a) For avoidance of doubt, an Eligible Customer who fails to fulfill any of the requirements in Table 1 above to OCBC's satisfaction within the specified deadlines shall not be entitled to the annual fee waiver.
- b) OCBC's records and decision as to whether and when each requirement in Table 1 has or has not been fulfilled, shall be final, conclusive and binding on all Eligible Customers
- 5) Table 2 below contains some illustrations on this Campaign mechanics.



#### TABLE 2

#### Requirements

#### Illustration 1

Customer A is a Premier Banking member since 2000. He applied Premier Voyage card on 20 October 2015 and activated his Premier Voyage card on 27 October 2015. On annual basis, he will be charged with annual fee every November upon anniversary month. Similarly, for the month of November 2018, his AUM on 2 November 2018 is more than RM1,000,000. Therefore, Customer A is entitled for annual fee waiver in the month of November 2018.

#### Illustration 2

Customer B is a Premier Banking member since 2012. He applied Premier Voyage card on 2 November 2015 and activated his Premier Voyage card on 7 November 2015. On annual basis, he will be charged with annual fee every December upon anniversary month. Similarly, for the month of December 2018, his average 6 months AUM (from June to November 2018) is more than RM1,000,000. Therefore, Customer B is entitled for annual fee waiver in the month of December 2018.

#### 6) For clarity:

The existing terms and conditions governing the respective products and services (including but not limited to the Accounts and Services Main Terms and Conditions, OCBC Premier Voyage MasterCard Terms and Conditions, OCBC Cardmember's Terms and Conditions) shall continue to apply, save to the extent varied by these terms and conditions. In this regard, the minimum placement amounts stated in Table 1 above for the OCBC Premier Save Gold Deal shall apply and prevail for purposes of this Campaign.

### **GENERAL TERMS & CONDITIONS**

- 7) The Eligible Customer's information will be processed by OCBC for purposes of determining eligibility to be given the annual fee waiver 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.
- 8) 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.
- 9) These Terms & Conditions will prevail over any provisions or representations contained in any brochure or other promotional material advertising the Campaign.
- 10) 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 these Terms and Conditions at any time with twenty one (21) days' notice, by way of posting on OCBC's website at 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 these Terms and Conditions and to ensure that the Eligible Customer is kept up-to-date with any changes or variations to these Terms & Conditions. Eligible Customer 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 Customer, 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 these Terms and Conditions.
- 11) 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.
- 12) These Terms and 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 Courts of Malaysia.

