

### **TERMS & CONDITIONS**

OCBC Flash Deal with H&M Promotion

## **PROMOTION PERIOD**

1. The "OCBC Flash Deal with H&M Promotion" ("Promotion") is organised by OCBC Bank (Malaysia) Berhad ("OCBC Bank") on 24 May 2014 from 2pm to 4pm ("Promotion Period") subject to these terms and conditions.

### **ELIGIBILITY**

All customers of OCBC Bank who currently hold valid credit cards issued by OCBC Bank ("Cardmembers") are eligible to participate in this Promotion. Cardmembers who have breached any of their agreement(s) with OCBC Bank are ineligible to participate in the Promotion Cardmembers who are eligible and not disqualified to participate in the Promotion are collectively referred to as the "Eligible Cardmembers", each an "Eligible Cardmember".

### **PROMOTION**

- 3. An Eligible Cardmember who purchases goods and/or services at any of the H&M outlets in Malaysia listed in Table 1 below ("Participating Outlets") within the Promotion Period will receive:
  - (a) a 50% rebate on the first RM200.00 validly charged to any OCBC Bank Credit Card except OCBC Bank Titanium Pink Card ("Flash Rebate"), the 50% Flash Rebate is capped at RM100.00 per cardmember; OR
  - (b) a 50% rebate on the first RM200.00 validly charged to an OCBC Bank Titanium Pink Card with an additional 10% rebate on the 50% rebate ("**Pink Rebate**"), the 50%+10% Pink Rebate is capped at RM110.00 per cardmember in aggregate.

For avoidance of doubt, each Eligible Cardmember shall only be allowed to earn either 1 Flash Rebate capped at RM100.00 <u>OR</u> 1 Pink Rebate capped at RM110.00 throughout the Promotion, and shall not be allowed to earn more than 1 Flash/Pink Rebate by using more than 1 OCBC Bank credit cards. Table 2 below contains illustrations on how the Flash and Pink Rebates apply.

4. All transactions made during the Promotion Period must be posted and captured by OCBC Bank's Credit Card System in order to qualify the Cardmember for the Promotion

Table 1 : List of Participating Outlets :

No.	<u>Location</u>	Address	
1	Avenue K	G1, G2, C17, UC10 & M17A, Avenue K, 156 Jalan Ampang, 50450 KL.	
2	Lot 10 Shopping Centre	50, Jalan Sultan Ismail, 50250 KL.	
3	One Utama	G303 1 Utama Shopping Center, No. 1 Lebuh Bandar Utama, 47800 PJ.	
4	Paradigm Mall	Unit UG-01, No. 1 Jalan SS7/26A, Kelana Jaya, 47301 Selangor.	
5	Setia City Mall	Unit No. UG-MM03 & 04, No. 7, Persiaran Setia Dagang, Shah Alam, Seksyen U13, 40170 Selangor.	
6	Sunway Pyramid	Unit OB5.G.1, Oasis Boulevard, Sunway Pyramid Shopping Mall, No. 3, Jalan PJS 11/15, Bandar Sunway, 46150 PJ.	
7	1st Avenue	Unit LG-32 to LG-56, LG-58, LG-59, LG-70, G-18 to G-23, 1st Avenue, 182 Jalan Magazine, 10300 Penang.	
8	Gurney Paragon Mall	Gurney Paragon Mall, 163D-1-11, 12 & 13, Persiaran Gurney, 10250 Pulau Pinang.	

<sup>\*</sup> Valid at all existing and any additional H&M outlets those are open during the promotion period.

Table 2: Example of Flash Rebate calculation

Spend (RM)	All cards except Titanium Pink Eligible Rebate (50% rebate) (RM)	Titanium Pink Eligible Rebate (+10% rebate) (RM)
38.90	19.45	21.40
150.00	75.00	82.50
200.00	100.00	110.00
300.00	100.00*	110.00*

<sup>\*</sup>Rebate is capped at RM100 for Flash Rebate and RM110 for Pink Rebate

# **ALLOCATION OF FLASH REBATE**

- 5. The Rebate will be credited into the Eligible Cardmembers' credit card account within one (1) month from the end Promotion Period and will appear in the following month's credit card statement under the description of "FLASH Rebate" or "Pink Rebate", where applicable.
- 6. At time of rebate posting, the OCBC Credit Card account(s) must be current and in good standing and not in breach of any of the terms of OCBC Cardmember's Agreement.
- 7. OCBC Bank reserves the right to reverse and cancel the Flash/Pink Rebate, if the transaction for which the Flash/Pink Rebate is given is reversed for whatever reason.
- 8. OCBC Bank shall not be responsible for any failure or delay in the transmission of evidence of transaction made during Promotion Period by Visa International Incorporated, MasterCard International Incorporated, merchant establishments, postal or telecommunication authorities or any other party which may result in any Cardmember being omitted from the rebate entitlement during the Promotion Period.
- 9. OCBC Bank shall not be responsible in any way whatsoever in respect of technical failures of any kind, unauthorised human intervention and electronic or human error in the administration and processing of the selection of Eligible Cardmembers.

## **GENERAL TERMS AND CONDITIONS**

- 10. OCBC Bank's decisions on all matters relating to this Promotion shall be final, conclusive and binding. OCBC Bank shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning the Promotion.
- 11. OCBC Bank reserves the right to use any information, names and photographs of the cardmembers for publishing in any mass media or marketing materials for advertising or publicity purposes.
- 12. OCBC Bank reserves the rights at its absolute discretion to withdraw, cancel, suspend, extend or terminate this Promotion either in whole or in part, or to vary, delete or add to any of the terms and conditions herein at anytime with prior notice.
- 13. OCBC Bank shall not be held liable for any misinterpretation or misrepresentation of facts in respect of the Promotion published in any mass media, marketing or advertising materials.
- 14. 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.

- 15. The OCBC Cardmember's Agreement shall continue to apply to usage of OCBC Bank credit cards. In the event of any inconsistencies between these terms and conditions and the terms and conditions in the OCBC Cardmember's Agreement, these terms and conditions shall prevail only insofar as they apply to this Promotion.
- 16. These terms and conditions shall be governed by the laws of Malaysia, and all Cardmembers who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.