

TERMS & CONDITIONS
Spend & Win Campaign

1. OCBC Bank (Malaysia) Berhad herein is referred to as "OCBC Bank".

CAMPAIGN PERIOD

2. The "Spend & Win Campaign" ("Campaign") shall run from 26 August 2015 to 31 October 2015, both dates inclusive ("Campaign Period").

ELIGIBILITY

3. Subject to these Terms and Conditions, ONLY customers of OCBC Bank who meet the following criteria (a), (b) and (c) are eligible to participate in this Campaign (each as an "Eligible Cardmember", collectively as "Eligible Cardmembers")
 - a) Customers who hold one or more valid credit card(s) issued by OCBC Bank within Malaysia;
 - b) Customers whose credit card account(s) maintained with OCBC Bank are in good standing according to OCBC Bank's sole definition and absolute discretion.
 - c) Customers who spend a minimum of RM3,000 on his/her OCBC Credit Card during the campaign period.
4. Customers whose accounts with OCBC Bank have been suspended or terminated or who have breached any other agreements with OCBC Bank at any time within the Campaign Period are not eligible to participate.
5. OCBC Bank reserves the right to disqualify any Cardmember who becomes ineligible (as mentioned in clause 4) any time within the Campaign Period from continued participation in this Campaign.

THE CAMPAIGN MECHANICS

6. To participate in this Campaign, an Eligible Cardmember must:
 - a) Spend a minimum of RM3,000 Cumulative Spend (as defined below) during the Campaign Period ("Minimum Spend Participant"), and has the option to;
 - b) Register his/her participation by sending a short messaging service ("SMS") to OCBC Bank in accordance with the instructions as set out in the promotional materials; AND have received an SMS confirming his participation ("Registered Participant"). The Bank is not liable for any telco charges, roaming or phone charges which are to be borne by the Cardmembers, whether in or outside Malaysia.

"Cumulative Spend" is the total retail purchases transacted on each credit card, whether it is a primary or supplementary card of any type of OCBC Credit Card inside and/or outside Malaysia during the Campaign Period. Any Cumulative Spend in foreign currency will be converted into Ringgit Malaysia (RM) at such exchange rate determined by OCBC Bank.

The Cumulative Spend will be viewed on each credit card separately, and will not be consolidated.

The following shall be excluded from the computation of the Cumulative Spend:

- a) E-commerce/internet purchases;
- b) Standing instructions/auto billings;
- c) Mail order/telephone order transactions;
- d) Balance transfer;
- e) New and existing instalment payment plans (IPP);
- f) Flexi-payment plans (FPP),
- g) Cash advances, cash plus, call-for-cash; and
- h) Outstanding balances, finance charges, annual fees, late charges, reversals, fraudulent retail transactions, cancelled transactions, other fees and charges.

ELIGIBLE CRITERIA

7. An Eligible Cardmember(s) who, during the Campaign Period, spends with his/her OCBC Bank credit card(s) is entitled to chance(s) of winning ("Qualifying Campaign Entry(ies)") as follows:
- a) If he/she is a Minimum Spend Participant:
 - i) First RM3,000 Cumulative Spend earns one (1) Qualifying Campaign Entry; and
 - ii) Every subsequent RM100 Cumulative Spend earns one (1) additional Qualifying Campaign Entry; (each as a "Qualifying Campaign Entry", collectively as "Qualifying Campaign Entries")
 - b) If he/she is a Registered Participant: Total Qualifying Campaign Entries will be doubled (2x)

Summary of Qualifying Campaign Entries are as below:

| <u>Qualification</u> | <u>Qualifying Campaign Entries</u> | |
|-------------------------------------|------------------------------------|------------------|
| Minimum Cumulative Spend of RM3,000 | 1 entry | A |
| Every subsequent RM100 spend | 1 entry each | B |
| Send in SMS | (total entries) x 2 | (A+B) x2 = FINAL |

Examples of Qualifying Campaign Entries determination:

- a) Mr. XYZ holds an OCBC 365 Mastercard and an OCBC Platinum Mastercard. He has spent a total of RM3,900 on his OCBC 365 Mastercard and RM2,400 on his OCBC Platinum Mastercard during Campaign Period. He has also registered his participation via SMS during the Campaign Period. Hence, according to the calculation in Table A, Mr. XYZ is entitled to twenty (20) Qualifying Campaign Entries:

Table A

| Qualification | Justification | Calculation | No. of Qualifying Campaign Entries Entitled |
|---|---|--------------------------------|--|
| Minimum Cumulative Spend of RM3,000 | Mr. XYZ spent RM3,900 in total on his OCBC 365 Mastercard | First RM3,000 Cumulative Spend | 1 |
| Every subsequent RM100 Cumulative Spend | Every RM100 spend for the next RM900 | RM900/RM100 | 9 |
| Register participation via SMS | Mr. XYZ sent in SMS | (1+9) x 2 | 20 |

Mr. XYZ is not entitled to any Qualifying Campaign Entries on his OCBC Platinum Mastercard because the total spend on this credit card does not meet the minimum Cumulative Spend of RM3,000, which will be viewed on each credit card separately, and will not be consolidated.

- b) Ms. ABC holds an OCBC Silver Mastercard. She has spent a total of RM3,900 during Campaign Period. However, she did not register her participation via SMS during the Campaign Period. Hence, according to the calculation in Table B, Ms. ABC is entitled to ten (10) Qualifying Campaign Entries:

Table B

| Qualification | Justification | Calculation | No. of Qualifying Campaign Entries Entitled |
|---|--|--------------------------------|--|
| Minimum Cumulative Spend of RM3,000 | Ms. ABC spent RM3,900 in total on her OCBC Silver Mastercard | First RM3,000 Cumulative Spend | 1 |
| Every subsequent RM100 Cumulative Spend | Every RM100 spend for the next RM900 | RM900/RM100 | 9 |

| | | | |
|--------------------------------|-----------------------------|-----|----|
| Register participation via SMS | Ms. ABC did not send in SMS | 1+9 | 10 |
|--------------------------------|-----------------------------|-----|----|

- c) Ms. XYZ holds an OCBC World Mastercard and an OCBC 365 Mastercard. She has spent a total of RM2,800 on her OCBC 365 Mastercard and RM700 on her OCBC World Mastercard during the Campaign Period. She has also registered her participation via SMS during the Campaign Period. Ms. XYZ is not entitled to any Qualifying Campaign Entries because the total spend on each credit card does not meet the minimum Cumulative Spend of RM3,000, which is viewed on each credit card separately, and will not be consolidated

WINNER SELECTION

8. A total of ten (10) Minimum Spend Participants and Registered Participants will be selected based on the manner as described below:
- At the end of the Campaign Period, OCBC Bank's computer systems will select ten (10) Minimum Spend Participants and Registered Participants ("Selected Cardmembers") from the pool of Eligible Cardmembers based on the number of Campaign Entry(ies) earned;
 - OCBC Bank will attempt to contact the Selected Cardmembers by telephone, based on the last known contact information in OCBC Bank's records, within two (2) weeks from the selection date referred to above. If the first attempt to call a Selected Cardmember shall fail for whatever reasons such as no reply, no connection, telephone number not in service, etc., another two (2) attempts will be made within the next two (2) hours of the first telephone call. If the third attempt shall remain unsuccessful, the Selected Cardmember shall be disqualified forthwith from further participation in this Campaign and OCBC Bank shall be at liberty to select again from the pool of remaining Participants based on the number of Qualifying Campaign Entry(ies) earned;
 - Upon being contacted, each Selected Cardmember will be required to answer one (1) question correctly, in order to be eligible to receive one (1) Prize. If the Selected Cardmember shall fail to answer the question correctly, he/she shall forthwith be disqualified to participate further in this Campaign and shall not be eligible to any Prize and OCBC Bank shall be at liberty to select again from the pool of remaining Participants based on the number of Qualifying Campaign Entry(ies) earned.
 - A Selected Cardmember who fulfils all the requirements in these terms and conditions and answers the question correctly shall be eligible to receive one (1) Prize (as defined in Clause 9 below) provided that the Selected Cardmember shall agree with these terms and conditions (each as a "Winner", collectively as "Winners").
 - Upon the Selected Cardmember's confirmation of his/her agreement with these terms and conditions, the Selected Cardmember shall be declared a Winner to receive one (1) Prize. For avoidance of doubt, OCBC Bank shall have the sole and absolute discretion on which of the ten (10) Prizes to give to which Winner and OCBC Bank's decisions shall be final, conclusive and binding on all parties.

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PRIZES

9. OCBC Bank is giving away ten (10) prizes as stipulated in the following table:

| PRIZES | COMPRISE OF | WORTH |
|------------|---|-------|
| ten (10) X | Resorts World at Sentosa Pte. Ltd. original Letter of Redemption ("Vacation Package Letter of Redemption") for the 3D/2N Vacation Package ("Vacation Package"), which includes: | |

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|--|---|---------|
| | 3D/2N stay at Hotel Michael Deluxe Room for 2 persons + SGD800 Entertainment Vouchers + Daily Buffet Breakfast + 2-way Airport Transfer in a BMW 7 series | RM7,000 |
| | + | |
| | AirAsia e-Gift Voucher (eGV) | RM1,000 |

(each a "Prize", collectively the "Prizes"). For clarity, no one shall in any event win more than one (1) Prize.

"Hotel Michael" refers to Hotel Michael, 8 Sentosa Gateway, Resorts World Sentosa (RWS), 098269, Singapore.

"SGD800 Entertainment Vouchers" are cash vouchers that allow guest's flexible spending on RWS products Resort wide.

"Daily Buffet Breakfast" refers to breakfast at Palio Restaurant, Hotel Michael.

"2-way Airport Transfer in a BMW 7-series" refers to the pick-up service provided by RWS to and from Changi Airport and RWS.

"AirAsia e-Gift Voucher" is a credit based voucher for customers to use towards paying for tickets when making a booking at airasia.com.

10. The Prizes ("Vacation Package Letter of Redemption" + eGV) will be disseminated to each Winner in the following manner:

- a) Vacation Package Letter of Redemption issued by Resorts World at Sentosa Pte. Ltd. with company no. 200502573D ("RWS"), will be delivered to each of the Winner's requested delivery address; or for Winners who wish to personally collect their Prizes, they must present themselves at OCBC Bank (M) Berhad, Level 13A, 10 Jalan Munshi Abdullah, 50100 Kuala Lumpur, within eight (8) weeks upon the winner announcement.
 - b) eGV issued by AirAsia Berhad with company no. 284669-W, will be emailed to each of the Winner's email address as shown in OCBC Bank's records, within eight (8) weeks upon the winner announcement.
- The guides to redemption of the Vacation Package will be stipulated in the Letter of Redemption, while the guides of eGV redemption will be stipulated in the email sent to the Winners.
OCBC Bank will obtain the valid email addresses from Winners in the event that OCBC Bank does not have their email addresses' record.

11. The following prize terms and conditions apply:

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|---|
| <p><u>RWS Vacation Package</u></p> <p><u>Hotel Reservation:</u></p> <ul style="list-style-type: none"> • Valid for stay period between 7 December 2015 – 7 June 2016. Extension is strictly not permitted. • Booking Channel: Email to reservations@rwsentosa.com and quote "OCBC Bank (Malaysia) Berhad Promotion" and Reference Number. of the Vacation Package Letter of Redemption. For enquiries on this Letter of Redemption, please call RWS FIT Reservations and Ticketing Hotline at (65) 65778899. • Please advice RWS FIT Reservations and ticketing Hotline on Flight details for Airport Transfer arrangement upon booking. Transfer is only valid from Changi Airport and RWS only (round trip). This entitlement will be forfeited if unutilized and no reimbursement or sort be provided. • Reservation(s) & room preference(s) is subject to room availability and is not applicable on black-out dates stipulated by RWS. Confirmation is subject to availability. • Normal room occupancy of 2 persons. • No refund will be made for cancellation of the booking/no-show by guest. |
|---|

- Reservation has to be made at least 7 days in advance and is subject to room availability.
- Guest must present a government issued original ID/passport/ travel document/ and a valid booking confirmation slip upon check in at the hotel front desk.
- The check-in time is after 3pm and check-out time is by 12 noon.
- Only the original Letter of Redemption is accepted and Winners must present the original letter at Hotel Michael Front Desk for check-in. The letter will also be subject to verification at the time of presentation.
- The Letter of Redemption is valid for six (6) months from the date of issuance.
- Merchant's Terms & Conditions apply.

Entertainment Vouchers (EV):

- EVs are valid for 6 months from date of issue.
- EVs value is in Singapore currency.
- EVs can only be used to redeem products and services at participating outlets (participating outlets will be separately notified to you). See www.rwsentosa.com for the attractions available at Resorts World at Sentosa's integrated resort.
- EVs can only be used to redeem products and services at attractions and participating outlets at the integrated resort.
- Only original EVs are accepted.
- EVs will be subject to verification at time of redemption and each individual retailer reserves the right not to accept any EVs that have or appear to have been forged, damaged, defaced or otherwise tampered with.
- No refund or change will be given if redemption value is less than EV value.
- EVs cannot be used in conjunction with other promotion.
- The EVs are not exchangeable for cash.
- EVs are neither replaceable nor refundable whether in whole or in part.
- Resorts World at Sentosa Pte Ltd ("RWS") will not accept any responsibility for claims, demands, losses, costs, expenses or liability of any kind whatsoever arising from or in connection with any transaction or dealing between the retailer and the customer in relation to the use of the EVs.
- Merchant's Terms & Conditions apply.

eGV

- The redemption of eGV is valid through flight purchase at www.airasia.com.my and redemption of the eGV is subject to AirAsia Berhad E-Gift Voucher Terms and Conditions.
- The travel booking period using the eGV is valid for ninety (90) days from the date of issuance, while travel period is valid for three hundred sixty five (365) days from the date of issuance.

12. The following additional terms and conditions shall apply to the Prizes:

- a) All Prizes given are not exchangeable for cash or kind whether in part or in full;
- b) OCBC Bank will be not responsible for any costs incurred in travelling to RWS, e.g. transport, food and beverages, etc;
- c) No extension or refund will be entertained for unutilized Prizes.

13. OCBC Bank should not be held responsible for:

- a) Any defect or any loss or damage (including without limitation loss of life, personal injury, damage or destruction of property) that may be suffered in connection with such Prizes;
- b) Any request / dispute / special arrangement should be made directly with any request / dispute / special arrangement should be made directly with AirAsia Berhad and/or RWS;
- c) Any unsatisfactory service / products rendered by any third party including AirAsia Berhad and/or RWS.

14. The full name and the email address of all the Winners will be disclosed to RWS and AirAsia Bhd or a substitute service provider if the necessity arises, to facilitate the Prizes redemption process. Accordingly the Winners by participating in this Campaign shall be providing their written consent of their personal data to RWS and AirAsia Berhad, during the booking process, as provided in this clause.
15. OCBC Bank shall not be responsible for any failure or delay in the transmission of evidence of any retail spending by Visa International Incorporated, MasterCard International Incorporated, merchant establishments, postal or telecommunication authorities or any other party which may result in any Eligible Cardmember(s) or any Participant(s) being omitted from the selection process for this Campaign.
16. 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 Cardmember(s) or Participant(s) or Winner(s) and retail spending.

GENERAL TERMS AND CONDITIONS

17. In the event the Cardmember's account(s) is terminated during the Campaign Period, the Cardmember shall not be eligible to participate in the Campaign.
18. At time of winner selection, the OCBC Credit Card account(s) of the Selected Cardmember must be current and in good standing and not in breach of any of the terms of OCBC Credit Cards Cardmember's Agreement.
19. OCBC Bank reserves the right to reverse the Eligible Cardmember in the circumstance where there is a reversal of Cumulative Spend during the Campaign Period without prior notice or assigning any reason thereof.
20. All transactions made during the respective Campaign Period must be posted and captured by OCBC Bank's Credit Card System in order to qualify the Cardmember for the Campaign. The tracking of the Eligible Spend is based on transaction dates.

"Eligible Spend" means amount of transactions for the minimum first RM3,000 Cumulative Spend made, between 15 August 2015 to 15 October 2015 (both dates inclusive).
21. OCBC Bank reserves the right to select reserved Eligible Cardmembers to substitute any disqualified Cardmembers as mentioned in clause 5, clause 8(b) and 8(c). OCBC Bank's determination shall be final, conclusive and binding. No correspondence or claims shall be entertained.
22. By participating in this Campaign, an Eligible Cardmember agrees to be bound by these Terms and Conditions. OCBC Bank's decision on all matters relating to this Campaign 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 Campaign.
23. OCBC Bank reserves the right to use any information, names and photographs of the Winners for publishing in any mass media or marketing materials for advertising or publicity purposes.
24. OCBC Bank reserves the right to substitute the campaign with other prizes, products or services of similar value with prior notice, in which case these terms and conditions shall apply to the substitute prizes, products or services *mutatis mutandis*.
25. OCBC Bank reserves the rights to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part, or to vary, delete or add to any of the terms and conditions herein at anytime with prior notice.

26. OCBC Bank shall not be liable for any misinterpretation or misrepresentation of facts in respect of the Campaign published in any mass media, marketing or advertising materials.
27. In the event of any inconsistency between these terms and conditions and any advertising, campaign, publicity and other materials relating to or in connection with the Campaign, these terms and conditions shall prevail.
28. These terms and conditions shall be governed by the laws of Malaysia, and all eligible Cardmembers who participate in the Campaign shall be deemed to have agreed to submit to the exclusive jurisdiction of the Malaysian Courts.