

Travel Around the World Contest 2010

Terms & Conditions:

1. This Contest is open to all business banking customers of OCBC Bank (Malaysia) Berhad ("OCBC Bank") and/or OCBC Al-Amin Bank Berhad ("OCBC Al-Amin") (collectively, "Banks", either of which a "Bank"), namely companies, partnerships and sole-proprietorships ("Entity") with an OCBC Bank/OCBC Al-Amin Current Account/Current Account-i/Foreign Currency Account, except the following:
 - i. Permanent and/or contract employees of the Banks (including the Banks' respective subsidiaries and related companies) and their immediate family members;
 - ii. Representatives and/or agents (including advertising and promotion agents) of the Banks and their immediate family members; and
 - iii. An Entity whose accounts with the Banks have been suspended or terminated or who has breached any other agreement with the Banks.
2. The Contest period ("Contest Period") is from 1 May 2010 to 31 October 2010 (both dates inclusive).
3. To participate, an Entity needs only register ONCE during the Contest Period. Participation of the Entity shall commence at the point of time when the registration is received by the Banks. Registration must be made through the contact person of the Entity ("Contact Person") during the Contest Period by SMS or email only as follows ("Registered Participants"):-
 - i. SMS
 - a. Type: Account Number<space>Contact Person's Name
 - b. Send to 016-2667385If more than one account, please insert <space> between each Account Number.
 - ii. Email
 - a. Please state the following details in the email
 - 1) Account Number(s)
 - 2) Contact person's name
 - 3) Contact person's Telephone/Mobile Number
 - b. Send to TATW10@ocbc.comNo acknowledgement of receipt of any communication will be given by the Banks. The Banks do not entertain any proof of receipt tendered by any parties of any communication.
4. In order for the Registered Participants to be qualified for the draw(s), the Registered Participants are required to fulfill during the Contest Period either the Current Account/Current Account-i/Foreign Currency Account criteria or the Trade Finance/Trade Finance-i criteria as follows ("Qualified Participants"):-

No. of draw(s)	Month End Balance Growth* of Current Account/ Current Account-i/ Foreign Currency Account (RM)
1	20,000 – 79,999
2	80,000 – 199,999
3	200,000 – 499,999
4	>500,000

No. of draw(s)	Month End Utilization of Trade Finance/ Trade Finance-I (RM)
2	500,000 – 999,999
6	1,000,000 – 4,999,999
10	>5,000,000

Or

No. of draw(s)	OCBC Biz Privilege Plans – New Sign Up
2	Biz Platinum/Biz Premier

* The determination of the month end balance growth is based on the difference between the month end balance of each month and the month end balance of the month of April 2010.

The Qualified Participants can earn up to maximum 10 chances each month to participate in the draw for the prizes, depending on which band the Qualified Participant's account balances or trade utilisation falls under.

Eg. If the Qualified Participant's current account balance for April is RM150,000, and the current account balance for May is RM250,000, the current account growth for May will be RM100,000, ie. RM250,000 less RM150,000. This current account growth for May will entitle the Qualified Participant to 2 chances in May to participate in the draw for the prizes. If the Qualified Participant's current account balance for June is RM750,000, then the current account growth for June is RM600,000 entitling the Qualified Participant to 4 chances in June to participate in the draw for the prizes.

Current Account/Current Account-i/Foreign Currency Account

If an Entity maintains more than one (1) Current Account/Current Account-i/Foreign Currency Account with the Banks, the Entity may include all accounts under the same entry, combining the balances from all accounts.

Trade Finance/Trade Finance-i Utilisation

Each Entity is allowed to combine all trade facilities with the Banks under a single entry.

5. All drawings will be performed by the Banks' panel of judges. For the grand prizes, at the end of the Contest Period, the panel of judges will draw an Entity from the pool of Qualified Participants whose entries were submitted throughout the Contest Period. For the monthly prizes, our panel of judges will draw an Entity from the pool of Qualified Participants at the end of each month during the Contest Period. Once selected, the Banks will call the Contact Person stated in the SMS or email to answer a number of questions ("Quizzes"). If the Contact Person manages to answer all questions correctly, the Entity wins the prize.
6. For the monthly prizes, the Qualified Participants will only be eligible for draw(s) starting from the month of the Bank's receipt of registration. Eg, If the registration via SMS or email was received in June, the Qualified Participants will be eligible for draw(s) for the monthly prizes of June, July, August, September, and October. If registration was in August, the Qualified Participants will be eligible for the draw(s) for the monthly prizes of August, September, and October.
7. Companies which are related or associate companies are not allowed to merge their Contest entries.
8. In addition to any disqualifications stated in other provisions of these Terms and Conditions, an Entity shall be disqualified from participation in the Contest under the following conditions:
 - i. All SMS or email received outside the Contest Period will not qualify for the Contest.
 - ii. Any SMS or email received which is incomplete and not in the required format provided in the brochure will be disqualified.
 - iii. Registered Participants who do not meet the participation criteria as stated on clause 4.
 - iv. Entity has committed or is suspected of committing any fraudulent or wrongful acts in relation to their use of OCBC Current Account/Current Account-i/Foreign Currency Account and/or any online transactions made thereof.

Prizes won by a disqualified Entity shall be forfeited.

9. The Banks are not responsible for any SMS or email which are lost or delayed in transit.
10. All prizes are not exchangeable for cash, credit or kind, in part or full. The Banks reserve the right to substitute any prize with another of similar value without prior notice.
11. The tours will be organized by the appointed travel agent. The Banks will contact the Contact Person of the winning Entity and inform the Contact Person of the details of the appointed travel agent and the details of the tour (number of days, travel itinerary, meals, transportation, etc). The winning Entity and/or its agent should liaise directly with the appointed travel agent for any issues relating to the tours, further necessary actions to arrange for the tours and finalise details relating to the tours.
12. The free tours are not full board tours as not all meals are provided for during the tour.
13. The Banks will bear the cost of the tour package; which is inclusive of tour fare as per itinerary and airport taxes.
14. Additional requirements, cost and charges incurred before, during and on return from the tour; for example visa, optional tours, traveling to/from the airports etc. will be borne by the winning Entity.
15. To the fullest extent permitted by law, the Banks do not make and hereby expressly exclude and disclaim

any representations or warranties with respect to the prizes provided under the Contest, in particular, the Banks give no warranty or endorsements, express or implied, written or oral, including but not limited to, any warrant of quality, merchantability quality of the prizes or their suitability of fitness for any purpose.

16. In no event will the Banks be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Contest, even if the Banks have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
17. The Banks' decision on all matters relating to the Contest, including decision of the Contest judges in the selection of participants and in determining the prize-winners will be final, conclusive and binding on all parties. No correspondence or attempts to dispute such decisions will be entertained.
18. The Contact Person of a winning Entity of each Monthly Prizes will be contacted in the following month and the Contact Persons of a winning Entity of the Grand Prizes will be contacted in December 2010. Contact will be made by telephone through the telephone number provided in the SMS or email submitted in accordance with Clause 3 of these Terms and Conditions, no other mode of contact will be use. If a Contact Person is uncontactable for Quizzes or communication of a win or prizes, then the Entity shall be deemed disqualified. A Contact Person is deemed uncontactable, if the Banks are not successful in getting through and speaking with the Contact Person after 3 tries over a period of 3 days for either the Quizzes or communication of a win or prizes.
19. By sending the registration and/or utilising the prizes, the Registered Participants, Contact Persons and/or the persons utilising the prizes, as applicable, shall be deemed to have accepted these Terms and Conditions. The Registered Participants, Contact Persons and/or the persons utilising the prizes shall collectively be known as "Participants".
20. The Banks reserve the right to publish or display the name, picture, identification card number and city of residence of the Participants for advertising and publicity purposes. By participating in this Contest, all Participants hereby consent to and agree that the Banks shall be at liberty to publish their names, pictures, identification card numbers and city of residence for advertising and publicity purposes.
21. The Banks reserve the right at their absolute discretion to amend, delete or add to any of these Terms and Conditions from time to time without prior notice. For updated versions of these Terms and Conditions, if any, please revisit the Terms and Conditions posted at <http://www.ocbc.com.my>
22. The Banks may, at their sole discretion, cancel, terminate or suspend the Contest with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Banks of the Contest shall not entitle any Participant to any claim or compensation against the Banks for any and all loss or damage suffered or incurred by the Participant as a direct or indirect result of the act of cancellation, termination or suspension.
23. Notwithstanding any provisions herein, the Banks shall not be liable for any failure on its part to perform any of the terms of this contest or for any inconvenience, loss, injury, damages suffered by any Participants, or any person in connection with this contest and the use of the prizes by any person due to any reason beyond the Banks' control, including but not limited to fire, earthquake, flood, landslide, epidemic, natural catastrophe, accident, riot, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure.
24. These Terms and Conditions herein contained shall be governed by and construed in accordance with the laws of Malaysia.
25. In the event there are any inconsistencies between the English version of these Terms and Conditions and (i) the translation of these Terms and Conditions in any other language; (ii) any brochure, marketing, promotional material in English or any other language, the English version of these Terms and Conditions shall prevail.