

## Terms and Conditions Governing the OCBC Internet Banking Bill Payment Rebate Campaign

### 1. The Campaign

- 1.1 The OCBC Bill Payment Campaign ("Campaign") offers 3% rebate for selected bills paid through OCBC Internet Banking and Mobile Banking.

### 2. Campaign Period

- 2.1 The Campaign Period shall be between **29 September and 31 December 2010** (both dates inclusive) ("Campaign Period") or such other period as may be determined by OCBC Bank (Malaysia) Berhad ("OCBC") in its absolute discretion.

### 3. Eligibility

- 3.1 The Campaign is open to all OCBC Internet Banking and/or Mobile Banking customers ("Customer"), 18 years old and above, except the following:
- Customers whose accounts with OCBC Bank have been suspended or terminated or who have breach any other agreement with OCBC Bank.
- 3.2 Rebates are available for all bills paid through OCBC Internet or Mobile Banking during the Campaign Period except for the followings:
- Zakat (any type of Zakat)
  - Insurance (e.g. Great Eastern, MCIS Zurich, MAA Life)
  - All Loan and Credit Card (within OCBC and to other financial institutions)

### 4. Rebate

- 4.1 Rebate of 3% (three percent) will be computed based on amount paid for the selected bills during the campaign period and subject to maximum rebate amount of RM200 per customer for the whole campaign period.
- 4.2 Rebate will be credited into customer account as a single payment within 30 days after the campaign ends. Rebate payment will be forfeited for customers who no longer have any active credit card, savings or current (individual or joint) accounts at time of rebate crediting.
- 4.3 OCBC reserves the right to credit the rebate into Credit Card, Savings or Current account. Where available, rebate will be credited based on the following account priority:
- OCBC Credit Card
  - Personal OCBC Savings or Current Account (non joint account)
  - Joint OCBC Savings or Current Account (non corporate)

#### Example:

- Mr Customer performs a total of RM5,000 bill payment over OCBC Internet Banking between 29 Sep 2010 and 31 Dec 2010. He had used his OCBC Joint Current Account and Personal Savings Account to pay for the various bills. At 3%, total rebate calculated is RM150. Mr Customer should expect to receive RM150 rebate credited into his OCBC Personal Savings Account at the end of the Campaign Period.*
- Ms Customer performs a total of RM8,000 bill payment over OCBC Internet Banking between 29 Sep 2010 and 31 Dec 2010. She had used her OCBC Credit Card and Individual Savings Account to pay for the various bills. At 3%, total rebate calculated is RM240. Ms Customer should expect to receive RM200 rebate in her OCBC Credit Card at the end of the Campaign Period. (Maximum rebate per customer is RM200).*

### 5. Miscellaneous

- 5.1 OCBC Bank may, at its sole discretion, vary or add to these Terms and Conditions; or vary, suspend or terminate the Campaign without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by OCBC Bank of the Campaign shall not entitle the participant to any claim or compensation against OCBC Bank 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. For updated versions of these Terms and Conditions, if any please refer to the Terms and Conditions posted at <http://www.ocbc.com.my>.
- 5.2 All the existing OCBC Accounts and Services – Main Terms and Conditions, OCBC Card Member's Agreement, OCBC Titanium Rebate Terms and Conditions and Internet Banking Terms and Conditions shall continue to apply.
- 5.3 OCBC Bank shall not be liable for any failure to perform due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of OCBC Bank.
- 5.4 In no event will OCBC Bank 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 Campaign), even if OCBC Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 5.5 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.

## Terma dan Syarat untuk Kempen Rebat Pembayaran Bil Melalui Perbankan Internet OCBC

### 1. Kempen

- 1.2 Kempen Rebat Pembayaran Bil (“Kempen”) menawarkan rebat sebanyak 3% untuk pembayaran bil terpilih melalui perkhidmatan Perbankan Internet dan Perbankan Mobile OCBC.

### 2. Tempoh Kempen

- 2.1 Kempen akan berkuat kuasa dari **29 September sehingga 31 Disember 2010** (termasuk kedua-dua tarikh tersebut) (“Tempoh Kempen”) atau satu tempoh seperti yang ditetapkan oleh pihak OCBC Bank (Malaysia) Berhad (“OCBC”).

### 3. Kelayakan

- 3.1 Kempen ini adalah terbuka kepada semua pengguna Perbankan Internet dan/atau Perbankan Mobile OCBC (“Pelanggan”) yang berusia lebih dari 18 tahun, kecuali:
- Pelanggan yang memiliki akaun yang telah digantung atau ditutup atau yang pernah melanggar syarat perjanjian dengan Bank OCBC.
- 3.2 Rebat boleh didapati untuk semua bil yang dibayar melalui Perbankan Internet atau Mobile OCBC semasa tempoh kempen kecuali yang berikut:
- Zakat (semua jenis Zakat)
  - Insuran (contoh: Great Eastern, MCIS Zurich, MAA Life)
  - Semua Pinjaman dan bayaran Kad Kredit (OCBC atau ke institusi kewangan yang lain)

### 4. Rebat

- 4.1 Rebat sebanyak 3% (tiga peratus) akan dikira mengikut amaun bayaran untuk bil-bil terpilih sepanjang tempoh kempen dan tertakluk kepada rebat maksimum sebanyak RM200 setiap pelanggan untuk keseluruhan kempen ini.
- 4.2 Rebat akan dikreditkan ke dalam akaun pelanggan sebagai satu bayaran dalam tempoh 30 hari dari tarikh kempen ini berakhir. Kelayakan untuk rebat akan ditarik balik sekiranya pelanggan tidak mempunyai sebarang akaun kad kredit, simpanan atau semasa (individu atau bersama) semasa rebat dibayar.
- 4.3 OCBC berhak untuk mengkreditkan rebat tersebut ke dalam akaun kad kredit, simpanan atau semasa pelanggan. Sekiranya ada, rebat akan dikreditkan berdasarkan keutamaan berikut:
- Kad Kredit OCBC
  - Akaun Simpanan atau Semasa Individu OCBC (bukan akaun bersama)
  - Akaun Simpanan atau Semasa OCBC bersama pihak ketiga (bukan akaun perniagaan)

#### Contoh:

- i) *Encik Pelanggan telah membuat bayaran bil terpilih sebanyak RM5,000 melalui Perbankan Internet OCBC antara 29 Sep 2010 dan 31 Dis 2010. Beliau telah menggunakan akaun semasa bersama dan akaun simpanan individu untuk membuat bayaran.*

*Jumlah rebat untuk 3% adalah RM150. Encik Pelanggan akan menerima RM150 di dalam akaun simpanan individu beliau selepas tempoh kempen.*

- ii) *Cik Pelanggan telah membuat bayaran bil terpilih sebanyak RM8,000 melalui Perbankan Internet OCBC antara 29 Sep 2010 dan 31 Dis 2010. Beliau telah menggunakan kad kredit OCBC dan akaun simpanan individu untuk membuat bayaran.*

*Jumlah rebat untuk 3% adalah RM240. Cik Pelanggan akan menerima RM200 di dalam akaun kad kredit beliau selepas tempoh kempen. (Rebat maksima setiap pelanggan adalah RM200)*

### 5. Pelbagai

- 5.1 OCBC secara mutlak berhak untuk mengubah, mengeluarkan atau menambah sebarang Terma dan Syarat dari semasa ke semasa tanpa sebarang notis terlebih dahulu. Untuk mengelakkan sebarang kesangsian, pelanggan tidak berhak untuk membuat sebarang tuntutan ganti rugi terhadap pihak OCBC Bank sekiranya pihak OCBC membuat keputusan untuk membatalkan, menghentikan atau membekukan kempen ini.
- 5.2 Semua Terma dan Syarat sedia ada seperti *OCBC Accounts and Services – Main Terms and Conditions*, *OCBC Card Member's Agreement*, *OCBC Titanium Rebate Terms and Conditions* dan *Internet Banking Terms and Conditions* akan terus diterima pakai.
- 5.3 Pihak OCBC tidak boleh dipertanggungjawabkan untuk sebarang kerugian atau kerosakan (termasuk kehilangan pendapatan, keuntungan atau ehsan, secara terus atau sebaliknya, secara tidak sengaja, sebagai akibat, punitif atau kerugian khas oleh sebarang pihak termasuk pihak ketiga tidak kira bagaimana ia terjadi samada dari segi kontrak, *tort*, kecuaiian atau sebaliknya yang bersangkutan dengan kempen ini), walaupun pihak OCBC Bank telah dimaklumkan lebih awal tentang kemungkinan kerugian tersebut. Semua jenis kerugian adalah dengan ini dikecualikan.
- 5.4 Pihak OCBC tidak boleh dipertanggungjawabkan untuk sebarang kegagalan berfungsi yang diakibatkan oleh faktor cuaca (*act of God*), rusuhan, mogok, pengganas, epidemik, tiada akses, tindakan perindustrian, kebakaran, banjir, kemarau, ribut taufan atau lain-lain keadaan yang di luar kawalan pihak OCBC Bank.
- 5.5 Sekiranya terdapat percanggahan makna dalam Terma dan Syarat ini dengan versi Bahasa Inggeris, makna Terma dan Syarat dalam Bahasa Inggeris akan diterima pakai.