

TERMS & CONDITIONS

Weekly Samsung S10 Giveaways

Duration

1. The “**Weekly Samsung S10 Giveaways**” (“Campaign”) is organized by OCBC Bank (Malaysia) Berhad (“OCBC”) and is subject to these terms and conditions. The Campaign runs from 1 April to 30 June 2019 (“Campaign Period”).

Eligibility

2. The Campaign is open to OCBC Credit Principal Cardmembers and Debit Cardmembers who hold an OCBC Credit or Debit Card issued in Malaysia (collectively “Cardmembers”).
3. Cardmembers who meet and fulfill the Campaign Criteria below are referred to as Eligible Cardmembers (“Eligible Cardmembers”).
4. The following persons are **NOT** eligible to participate in this Campaign:
 - a) permanent and/or contract employees of OCBC (including its subsidiaries and related companies), including their respective immediate family members, i.e. parents, spouses, children and siblings;
 - b) representatives and/or agents (including advertising agents) of OCBC, including their respective immediate family members, i.e. parents, spouses, children and siblings;
 - c) holder(s) of any Card(s) not issued in Malaysia;
 - d) holder(s) of any Card(s) who is (are) in default of any facilities granted by OCBC at any time during the Campaign Period, subject to OCBC’s discretion.

Registration

5. To participate in the Campaign, Eligible Cardmembers are required to register (one-time basis) with OCBC during the Campaign Period via the following method:
 - a) Online at www.ocbc.com.my/win (“Campaign Website”).

Online Registration

6. Cardmembers who register online at the Campaign Website are deemed to have consented to participate in this Campaign.
7. Cardmembers will receive a confirmation of successful registration from OCBC shown on the Campaign Website.

Campaign Qualifying Criteria

8. Every RM50 spent on eligible transactions with an OCBC Credit or Debit Card will gain an entry or entries. Refer to Table B below for how this is tabulated.
9. Any retail transactions by the Supplementary Cardmember(s) under the same Eligible Cardmember’s Credit Card account will be included in the computation of the Eligible Cardmember’s cumulative retail spending;
10. The following are NOT Eligible Transactions for the purposes of this Campaign:-
 - a) Existing recurring Easy Payment Plan & Interest Payment Plan (for OCBC Credit Cards)
 - b) Qualifying Requirements which are subsequently cancelled or refunded;

- c) Disputed, unauthorised or fraudulent purchase transactions;
- d) Payment of annual OCBC Card membership fees,
- e) Interest and principal payments;
- f) Sales and Services Tax or any other taxes;
- g) Late payment fees, charges for cash withdrawals or any other form of service/miscellaneous fees; or
- h) Transactions made by the Eligible Cardmember with any merchant associated with or controlled by him or her (whether as employee, employer, shareholder or director), i.e. transactions by a Cardmember with any corporation or business entity in which he or she is an employee or employer or works with or has shares or interest in or is a director of.

Prizes & Winners' Selection

11. The Samsung S10 Mobile Phone 128GB ("Prize") given away is black in colour.
12. The Prize is given out on an "As Is" basis, and is non-transferable and non-exchangeable for cash or other goods, whether in part or in full. The Prize will be mailed out to the winners.
13. All Eligible Cardmembers who fulfill the above-mentioned campaign criteria each week will stand to win ONE (1) Prize only throughout the Campaign Period ("**Winners**").
14. Details of each Participating Week and weekly Prize Winners are as follows in Table A:

Table A

Weekly Draw #	Campaign & Transaction Date	Total Winners
1	1 – 7 April	3
2	8 – 14 April	3
3	15 – 21 April	3
4	22 – 28 April	3
5	29 April – 5 May	3
6	6 May – 12 May	3
7	13 May – 19 May	3
8	20 May – 26 May	3
9	27 May – 2 June	3
10	3 June – 9 June	3
11	10 June – 16 June	3
12	17 June – 23 June	3
13	24 June – 30 June	3
	Total	39

15. Eligible transactions will be calculated from 00:00 hours to 23:59 hours (Malaysia time) on each Weekly Draw throughout the Campaign Period. The date and time of the transactions are based on the transaction time as captured by OCBC globally during the Campaign Period.
16. The eligible entry(s) earned during the respective Weekly Draw will not be carried forward to the next Weekly Draw and shall duly be reset to zero.
17. Winners shall be randomly selected by an automated selection system based on the entries earned by Eligible Cardmembers during the Campaign Period
18. Subject to the terms and conditions herein, OCBC's automated system will generate three (3) potential winners for each Participating Week referred to under Clause 14 herein based on the total entries earned during each Participating Week ("**Potential Weekly Prize Winner(s)**"). The Potential Weekly Prize Winners shall be contacted via SMS at their mobile number maintained in OCBC's records within four (4) weeks after the end of each Participating Week. Potential Weekly Prize Winners will be required to acknowledge receipt of the said SMS by contacting OCBC's Call

Centre at telephone number 03-8317 5000 and shall be required to answer one (1) question correctly before being declared the respective Weekly Prize Winner. If the first attempt to contact the Potential Weekly Prize Winner fails, i.e. due to reasons such as no answer and/or reply, telephone number not in service, no connection or any other reasons, another two (2) attempts will be made to SMS the said Potential Weekly Prize Winner. Where the third (3rd) attempt is unsuccessful, such Potential Weekly Prize Winner will be disqualified and will not be entitled to win the respective Prize. A new Potential Weekly Prize Winner will then be drawn again to replace the said disqualified Potential Weekly Prize Winner.

19. Winners agree and authorise OCBC to disclose their details (including but not limited to name, NRIC number, telephone number and address) to the vendor/distributor who would then contact the Winners regarding the delivery or redemption of the ("Prize"). The Winners are responsible to make the necessary arrangements with OCBC and/or its vendor/distributor to redeem their prize. OCBC will not bear any accommodation and/or transportation and/or other cost that the Winners may incur in the course of redeeming or using the Prize.
20. The Winners may be required to attend a prize-giving ceremony and/or other publicity programs as and when required at their own costs and expenses.
21. The Prize cannot be transferred to a 3rd party, exchanged for cash or a different prize or reward of similar value or any other alternatives in any circumstances.
22. At the time of awarding the Prize, the Eligible Cardmember's Credit or Debit Card account(s) must be current, valid, subsisting and in good credit standing as may be determined by OCBC at its sole discretion, and not in breach of any of these terms and conditions.
23. OCBC reserves the right to forfeit or charge the full retail price of the Prize as advertised by Samsung Malaysia during any dispute to the Cardmember's account if there is a reversal of a retail transaction or termination of the Eligible Cardmember's Card or non-compliance or breach of these terms and conditions prior to the Prize being given to the Eligible Cardmember.
24. Winners shall be responsible to ensure that their telephone numbers and/or email address and/or mailing address provided are current and updated with OCBC. The notification and/or delivery of the Prizes will be based on each Winner(s)' telephone number and mailing address in Malaysia maintained with OCBC. The delivery of the Prizes is only valid for mailing addresses that are based within Malaysia, and will not be valid for mailing address that is based outside Malaysia. Winners with mailing address that are based outside Malaysia will need to provide a mailing address that is based in Malaysia, or collect the Prizes from a OCBC branch. For Winners who do not have a mailing address in Malaysia, the Winners who are entitled to the Prizes must contact OCBC Contact Centre at telephone number 03-8317 5000 to notify OCBC of either the collection of the Prizes from an OCBC branch or the delivery of the Prizes to a given mailing address in Malaysia. OCBC shall not be responsible to the Winners for any loss (including loss of opportunity and consequential loss flowing there from) suffered or for any failure to fulfil the delivery of the Prizes in the event the Winners' telephone number and/or mailing address in OCBC's record is not current or correct.

How We Calculate Entries

	# of entry	Criteria
Local Spending	1 entry	Eligible Spending in Ringgit Malaysia

Overseas Spending (in foreign currency)	3 entries	Eligible Spending in Foreign Currency equivalent upon conversion to Ringgit Malaysia based on OCBC's prevailing exchange rate.
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25. For avoidance of doubt, the spending and entries awarded to Eligible Cardmembers will be based on a sample simulation per Table B below.

Table B

Spending Category	Total Accumulated Eligible Transaction Amount				Entitlement (number of entries)
Local Spending	RM49.99	RM50.00	RM55.00	RM1,000.10	
1 Entry	0	1	1	20	22
Overseas Spending	RM49.99	RM50.00	RM99.99	RM1,000.10	
3 Entries	0	3	3	60	66

Formula: *Total eligible transaction amount in RM / 50* (Rounded down to the lower denominator)

26. The eligible entry(s) will be calculated from the date of Registration performed by the Cardmembers. No back-calculation is allowed.
27. To ensure a fair chance of winning for all eligible Cardmembers, there will be a cap of 100 entries per eligible transaction(s), per Cardmember.
28. OCBC shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by any merchant(s) or any other party.

General Terms & Conditions

29. OCBC 's decisions on all matters relating to this Campaign shall be final, conclusive and binding. OCBC shall not be obliged to give any reasons whatsoever or enter into any correspondence with any person(s) on any matter concerning this Campaign.
30. OCBC reserves the rights at its sole discretion to withdraw, cancel, suspend, extend or terminate this Campaign either in whole or in part, or to vary, delete or add to any of the terms and conditions herein at any time with prior notice.
31. OCBC shall not be liable for any misinterpretation of facts in respect of the Campaign published in any mass media, marketing or advertising materials.
32. This Campaign is not applicable in conjunction with any of OCBC's on-going promotions unless otherwise stated.
33. The OCBC Cardmember's Agreement shall continue to apply to the usage of OCBC 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 Campaign.
34. These terms and conditions shall be governed by the laws of Malaysia and the Eligible Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the Courts of Malaysia.